Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CHARU DESAI, Plaintiff v. UNIVERSITY OF MASSACHUSETTS MEMORIAL MEDICAL CENTER, INC., et al., Defendants	CIVIL ACTION NO.: 4:19-cv-10520-TSH

AFFIDAVIT OF CHARU DESAI, MD

I, Charu Desai, hereby depose and state as follows:

1. I was born on July 6, 1950.
2. I began working in the Department of Radiology in 1992.
3. On November 7, 2000, I collapsed at home but nevertheless went to work. Radiology colleagues observed that I seemed to have a serious, immediate, and acute health issue. They requested an urgent appointment for me to see a cardiologist; and I did so that day, and tests revealed that I had a heartrate at times in the twenty beats per minute range. Clinicians at the Medical Center diagnosed me with a life-threatening heart condition sometimes known as tachy-brady syndrome. I had a pacemaker implanted by physicians at the Medical Center on November 10, 2001. The pacemaker did not resolve my symptoms.
4. Around the time that my heart condition was diagnosed, and I had a pacemaker implanted, I was provided a personal workstation and worked from home. On occasion

throughout my employ, I also performed work duties at the Clinton and Memorial campuses.

5. My heart condition substantially limits the function of my heart and causes me to experience spells of variable duration, in which I become weak, tired, and incapacitated. These typically but not always last for a few minutes. Often, I can rest for a brief period, and am able to return to what I was doing before the spell, including returning to work. At other times, if I was exhausted from working many days in a row without a break, my condition would flare; in that event that I may not have been able to work the following day and would call out sick.
6. My health spells/episodes were (and are) unpredictable. They would occur while I was in the parking lot, on the way from the parking lot to my workstation, and even when I was actively working and interpreting films. Because my spells happened often at work, my condition was well known throughout the department.
7. On or about May 13, 2016, I spoke with Dr. Rosen about accommodating my need for FMLA leave in scheduling. He chastised me for tardiness, which I told h im was caused by my spells on the way into work. Dr. Rosen told me that if there were medical reasons that would cause me to be late, I should contact Human Resources regarding a plan to accommodate me and adjust scheduling.
8. Given my length of service, I was considered a senior attending radiologist.
9. I made several requests to Dr. Rosen that I should be call exempt due to my status as a senior attending.
10. Dr. Rosen told me that if I wanted not to take call, I could go per diem. He frequently suggested that I work on a per diem or part time basis rather than as a full-time basis.

11. Despite my request, I continued to be scheduled for call.
12. Because working daily for two weeks in a row due to being on call caused me fatigue that exacerbated my health condition, I "sold" call to my colleagues. My salary was reduced due to my "sale" of six of my ten weekend calls to other radiologists, in the amount of $19,200 per year for two years.
13. Dr. Rosen appointed me to serve as the Quality Assurance representative for the Chest Division on the Quality Improvement Committee.
14. In the event the Chief of the Division of Thoracic Radiology was absent, I assumed full responsibility for leadership and effective daily operational management of the Division of Thoracic Radiology.
15. In the event the Chief of the Division of Chest Radiology, (i.e. Dr. Dill) was absent, I was the only full-time chest radiologist in the Division of Cardiothoracic Imaging following the departure of Eric Schmidlin (as a full time thoracic radiologist in the Division) up until and for a period after the day that I was informed of my termination, until the arrival of Maria Barile on December 31, 2018. At those times, I was often the only radiologist physically present in the Division of Cardiothoracic Imaging.
16. I requested 12 Academic and/or Administrative Days per year. Dr. Rosen declined to grant any to me.
17. I observed that radiologists were often physically absent from the Department during their assigned academic and/or administrative days.
18. I was not allotted academic time since at least 2010. I received academic time weekly under previous Department Chair Dr. Edward Smith, MD.

19. I was granted a workstation in the early 2000s, around the time that my heart condition was diagnosed and I was given a pacemaker. The Chair of the Department at the time provided me a personal workstation, and I worked from home.
20. Although Dr. Rosen stated that neuroradiologists used home workstations due to "unique scheduling in neuroradiology, Drs. Dupuis, Schmidlin, and Steeves are not neuroradiologists.
21. Dr. Rosen did not grant me a personal home workstation.
22. Radiologists perform the same work whether on call or not. We read images and advise and speak with clinicians when necessary.
23. Division Chiefs are responsible for the effective daily operational management of their division, financial stability, long term strategic planning, faculty development, and service for patients and referring clinicians. Divisions Chiefs are responsible for the business and operational functions of their divisions, and include responsibilities for clinical operations, financial sustainability, customer service, quality assurance and improvement, faculty development, recruitment and retention, research/scholarship, innovation, resident/fellow training, medical student education, and other division-specific functions. The position of Division Chief is a prestigious position.
24. On April 19, 2016, I met with Dr. Dill to discuss the Division's work schedule and my plans for summer vacation. Their meeting was cordial.
25. On May 31, 2016, I expressed to Dr. Rosen concerns about Dr. Dill's discriminatory treatment of radiologists in the Department. I stated that all attendings in the Division of Chest Radiology should adhere to a fixed work hour schedule, which will avoid the perception of disparate treatment; that there were several radiologists who use days that

they are assigned to the clinical service to complete non-clinical (academic / administrative) responsibilities, which ultimately detracts from their ability to help complete the daily clinical workload, which in turn impacts optimal patient care; that I would not tolerate any inappropriate behavior or discriminatory treatment from any physician, ancillary staff, or trainee; and that all employees should to be subject to equal standards, which will help avoid intra-divisional conflicts. I received no response from Dr. Rosen regarding the concerns that I expressed to him regarding Dr. Dill on May 31, 2016.

26. Due to Dr. Dill's frequent physical absences from the Division, I bore the heaviest clinical workload.

27. Because the practice of radiology was my life's calling, I declined to work on a per diem or part time basis.

28. During my 2016-2017 Annual Faculty Performance Review, Dr. Rosen never informed me that I had an excessive number of 3 and 4 level misreads.

29. My cases accounted for 12.6% of Dr. Dill's entries. No disciplinary action was taken against the other 87.4% readers, including Dr. Dill.

30. I am not aware of any systemic controls over the misattribution of poor quality reads. Defendants' document UMM 03687-03688, for example, shows that Dr. Dill read her own initial interpretation when conducting quality assurance overreads and entering them into the peer review system. The system was designed for a reviewer to "peer review" *another* radiologist's reads, not their *own* reads. However, Dr. Dill often "peer reviewed" her *own* reads, and detected significant errors in the interpretations associated with her *own* reads.

31. The documents produced by Defendants reveal no independent review was conducted of any other radiologist's readings based on Dr. Dill's concerns as reflected in the QA system.

32. Dr. Kimberly Robinson, MD, was a pulmonologist who treated patients at UMass Memorial Health Marlborough Hospital and for a period served as President of the Medical Staff for UMass Memorial Health Marlborough Hospital.

33. Dr. Robinson was unhappy, in general, with the reads provided by University Campus radiologists for UMass Memorial Health Marlborough Hospital.

34. Drs. [redacted], all read Chest CTs as part of their call responsibilities. Defendants did not investigate any of these younger and/or male and/or non-disabled radiologists based on Dr. Robinson's concerns. Dr. Rosen admits that patients should receive the highest quality, safest care 24 hours a day.

35. None of the 25 chest CT scan studies that were selected for inclusion in the independent review were studies that I interpreted for patients at UMass Memorial Health Marlborough Hospital.

36. Dr. Rosen took no disciplinary action against either Dr. B[redacted] or Dr. L[redacted], despite their similar or greater percentage of patient impacting errors. Drs. B[redacted] and L[redacted] are male, in their 30s and 40s, and non-disabled.

37. On March 14, 2018, Dr. Rosen met with me, in the presence of Dr. Charles Cavagnaro (who attended the meeting at Dr. Tosi's request: see Dr. Tosi section below) and hand delivered to me a letter stating that my employment would be terminated on March 17, 2019. The letter of termination did not cite a reason my termination.

38. Dr. Rosen restricted m from reading chest CT scans. During the course of my employment, I previously interpreted all types of films (not limited to Chest) and interpreted all types of films (not limited to Chest) while "on call."
39. I was humiliated by the restriction and devastated by the termination. Both were the subject of public discussion.
40. Dr. Rosen's concern about my clinical performance was limited to my ability to interpret CT scans; he did not have a holistic concern about my overall competency in the field of diagnostic radiology. Dr. Rosen instructed me to continue interpreting plain (non-CT) chest radiographs.
41. Dr. Rosen did not offer to transfer my job responsibilities to reading only plain films chest radiographs or radiographs associated with another practice area of diagnostic radiology. In contrast, in response to Dr. Robinson's complaints about Dr. Tyagi, Dr. Rosen redirected Dr. Tyagi's responsibilities and told him not to read CT scans, but no restrictions are identified in Dr. Tyagi's evaluations.
42. Prior to informing me of my termination, Dr. Baccei had never spoken with me regarding any concerns about my performance.
43. I did not desire to end my employment by September 30, 2018, nor plan to, and never expressed to Dr. Rosen or anyone else that I did.
44. Muriel Fraker serves as Associate General Counsel at UMass Memorial Health Care, Inc.
45. Dr. Rosen stated that Faculty Annual Performance Reviews forms, which he used to conduct radiologists' Annual Reviews, are Medical School forms, and that he therefore did not record clinical performance issues in them. These are the only faculty reviews conducted annually; credentialling and OPPE evaluations are not formally discussed with

radiologists or even made known to radiologists at the Medical Center. Direct evaluation of my performance on OPPE forms were not shared with me, as evidenced by the fact that I signed these forms prior to the date my evaluator signed the forms, and evaluators were asked to submit these forms, often specifically marked as confidential, directly to the office responsible for handling of such forms.

46. The policy states that review of a staff member's academic activities are supposed to be discussed annually on an individual basis during individual annual academic planning sessions.

47. No previous Chairman in the Department of Radiology ever restricted my clinical privileges or recommended reappointment with condition.

48. Dr. Rosen did not terminate Dr. F[redacted], Dr. B[redacted], Dr. L[redacted], Dr. T[redacted] Dr. K[redacted] Dr. B[redacted], Dr. S[redacted], Dr. S[redacted], or Dr. S[redacted].

49. Drs. B[redacted], L[redacted] T[redacted], K[redacted], B[redacted], Si[redacted]r, S[redacted], and S[redacted] all read Chest CTs as part of their call responsibilities.

50. Dr. LS was hired by Dr. Rosen as a 0.8 FTE to work primarily in the Division of Cardiothoracic Radiology due to concerns of short staffing in the Division.

51. Prior to Dr. Rosen becoming Chair of the Department of Radiology, Dr. Ferrucci and Dr. Korganokar worked as full-time radiologists in the Department of Radiology. After Dr. Rosen became Chair, Dr. Ferrucci, then age 84, began to work as a per diem radiologist in the Department of Radiology. He nevertheless works 50 hours per week. After Dr. Rosen became Chair, Dr. Korgaonkar, age 75, began to work as a per diem radiologist in the Department of Radiology.

52. In contrast, Dr. Rosen never verbally or in writing offered me the opportunity to resign or retire in lieu of termination.
53. I assumed full responsibility for leadership and daily operation of the Division of Thoracic Radiology in the physical absence of the Division Chief (more than 100 working days in 2016 and 2017) and was the only full-time chest radiologist in the Division in times of Dr. Dill's absence following the departure of Eric Schmidlin, MD in June 2016 as a full time radiologist for the period of time up until the arrival of Dr. Maria Barile, MD on December 31, 2018.
54. I trained the following individuals during their Residency at the Medical Center or as a student at the Medical School: Dr. Brian Brochu, Dr. Dennis Coughlin, Dr. Carolyn Dupuis, Dr. Hemang Kotecha, Dr. Lacey McIntosh, Dr. Andrew Chen, Dr. Monique Tyminksi, Dr. Andrew Chen, Dr. David Choi, Dr. Laureen Sena, Dr. Robert Sheiman, Dr. Jade Watkins, Dr. Abhijit Roychowdhury, Dr. Patricia Cross, Dr. Andrew Smith, Dr. Guillermo Walters. I trained Dr. Aaron Harman, MD in the Department of Radiology while he was a medical student at the University of Massachusetts Medical School.
55. In addition, I trained Dr. Young Kim in thoracic radiology when he began working as an attending physician in the Department of Radiology.
56. I am qualified to read magnetic resonance imaging studies.
57. I interpreted studies related to modalities other than thoracic radiology during my employment.
58. Dr. Charles Cavagnaro, Dr. Kimberly Robinson, Mr. Roach, and Douglas Brown currently serve on the Patient Care Assessment Committee, (a.k.a. Board of Trustees of UMass Memorial Health Marlborough Hospital) and served on this committee when I was actively employed in the Department of Radiology.

59. Dr. Brian Brochu, MD in his role as Chief of UMass Memorial Health Marlborough Hospital in 2018, following Dr. Brennan's departure, never discussed or formalized to me any complaints regarding the quality of my work. No documentation exists to support that Dr. Brochu directly participated restricting my privileges at UMass Memorial Health Marlborough Hospital or University of Massachusetts Medical Center, nor did he involve or communicate with any other parties in order to restrict my privileges, even though he served on committees that exercised such authority. My credentialing was approved in 2017 with no restrictions to my privileges at UMass Memorial Health Marlborough Hospital or University of Massachusetts Medical Center for another two year term.
60. As part of my employment contract, I received annual Continuing Medical Education funds from the Office of Graduate Medical Education at the University of Massachusetts Medical School. I routinely exhausted these funds for academic/educational purposes, including, but not limited to the attendance of national meetings.
61. Chancellor Michael Collins, MD, FACP, a Medical School employee, was a member of the Board of Trustees (Patient Care Assessment Committee) at the time I was reappointed for clinical privileges at the Medical Center without condition. He continues to serve in this role to date.

Signed under pains and penalties of perjury,

Charu Desai

Charu Desai

Exhibit B

CURRICULUM VITAE

Charu S. Desai, M.D.
32 Whisper Drive
Worcester, MA 01609
(508) 799-5280

EDUCATION

Premedical 1966-1968	PT Saravajanik College of Science Surat, India, BS 1968
Medical School 1968-1972	Government Medical College, Surat India, MBBS, 1972

POSTGRADUATE TRAINING

Internship 1972-1973	Civil Hospital Surat, India
1974-1975	House Physician Youville Hospital Cambridge, MA
1975	ER Physician Central Hospital Somerville, MA
Residency 1975-1976	Pathology Mount Auburn Hospital Cambridge, MA
1976-1977	House Physician Cushing Hospital Framingham, MA
1978-1981	Diagnostic Radiology U Mass Medical Center Worcester, MA
1979-1981	Chief Resident U Mass Medical Center Worcester, MA
Fellowship 1981-1982	Computed Body Tomography/Ultrasound U Mass Medical Center Worcester, MA

CERTIFICATION

1975	ECFMG – Certificate #194-965-0
1982	FLEX – Passed
1983	Board Certified, Diagnostic Radiology

Charu Desai, M. D.

POSITIONS

1982-1983	Assistant Professor of Radiology U Mass Medical Center Worcester, MA
1983-1992	Radiology Clinic, Inc. Worcester, MA
1992-2002	Assistant Professor of Radiology U Mass Medical Center Worcester, MA
2002-present	Clinical Associate Professor of Radiology U Mass Medical Center Worcester, MA
2015-Present	Attending Radiologist, Clinton Hospital, Clinton, MA
2015-Present	Attending Radiologist, Marlborough Hospital, Marlborough, MA

PROFESSIONAL APPOINTMENTS

1983-1990	Attending Radiologist Worcester City Hospital Worcester, MA
1983-1990	Attending Radiologist Fairlawn Hospital and Rehabilitation Center Worcester, MA
1983-1990	Attending Radiologist Doctor's Hospital Worcester, MA
1983-1990	Attending Radiologist Holden Hospital Holden, MA
1983-1992	Attending Radiologist Harrington Memorial Hospital Southbridge, MA
1992-present	Clinical Associate Professor and Attending Radiologist U Mass Medical Center Worcester, MA
June, 2017	Best Teacher Award presented by Residents

Charu Desai, M. D.

SOCIETIES

Radiological Society of North America
NERRS (Junior Membership 1978-1981)

TEACHING EXPERIENCE

1983-1987	Actively involved in teaching the residents in general surgery, internal medicine, emergency medicine and family practice conducting daily radiology rounds of in-house patients – Worcester City Hospital.
1992-present	Actively involved in teaching radiology residents and medical students rotating through the radiology department. On Line teaching residents and medical students 8 to 5 p.m. in chest rotation twice a week. Teaching residents on-call on weekends Consultation daily with attendings, residents and medical students. Sometimes discussion of cases at clinical radiological pulmonary conference. Monitoring residents for 10 a.m. medical conference. Sometimes discussion of cases at clinical radiology/pulmonary conference. Giving conference to medical students. 11/11/99,2/24/00, 3/1/00, 9/29/00

LEARNING EXPERIENCES

10/79-6/80	Physics Course – Massachusetts General Hospital
5/12/80-6/20/80	Armed Forces Institute of Pathology (AFIP) Washington, DC Radiologic Pathology Course
4/80	Children's Hospital Medical Center-Elective Boston, MA
1980-81	U Mass Medical Center, Worcester, MA Resident Representative for Radiology,

CONFERENCES & CERTIFICATES

1986	Chest Conference, San Francisco, CA
1987	Mammography Course, Boston, MA
1990	Diagnostic Radiology, San Francisco, CA
1993	Chest Imaging, Boston, MA
1996	Mammography Conference, Virginia
1997	ASER Meeting, New Orleans, LA
1998	Summer Radiology, South Carolina
1998	Radiology 2000, South Carolina
1999	Missed & Delayed Diagnosis of Breast Cancer, NY
2000	Clinical Essentials of CT & MRI, Las Vegas, NV
2000	Advanced Seminars in Ultrasound Diagnosis, NY
2002	Chest Imaging, Boston, MA
2002	Emergency Radiology, New York, NY
2003	Neuroradiology, Harvard Medical School, Boston, MA
2011	Radiology Review Course given by Harvard in March, 2011
2012	Imaging in Hawaii Conference, Kapalua, HI in September, 2012
2015	CT Boot Camp; Principles, Pearls and Protocols
2015	Abdominal and Pelvic Imaging

PUBLICATIONS

1996	Familial Pulmonary Fibrosis in Twins
1997	The Importance of Azygo-Esophageal Line, presented at RSNA – Poster
1998	Pulmonary Sling in Adults with Recurrent Pneumonia An Episode of Pulmonary Embolism- Abstract
1999	Deep Sulcus Sign, presented at AUR - Abstract
2002	Radiologic imaging of Perflubron, a mode of treatment of ARDS. Abstract. Exibit-AUR.
2002	Talc geanulomata with positive PET scan. Multiple mass like opacities on plain CXR & CT scan, in a patient with biopsy proven talc geanuloma. Abstract AUR

Exhibit C

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 4:19-cv-10520-TSH

CHARU DESAI,
Plaintiff,

v.

UMASS MEMORIAL MEDICAL CENTER, INC., et al.,
Defendants.

AFFIDAVIT OF MAX ROSEN, M.D., M.P.H.

I, Max Rosen, M.D., M.P.H, hereby depose and state as follows:

1. I am the Chair of the Department of Radiology for UMass Memorial Health (the "Department"), and in this capacity I have personal knowledge of the facts set forth herein.

2. I was appointed as the Chair of the Department effective September 1, 2012.

3. I am employed by UMass Memorial Medical Group, Inc., and the University of Massachusetts Medical School.

4. Charu Desai, M.D., was formerly employed by the Medical Group as a physician specializing in chest radiology.

5. Dr. Desai was employed pursuant to an Agreement between UMass Memorial Medical Group, Inc., and Charu Desai, M.D. ("Employment Agreement"), a copy of which is attached as **Exhibit A.** Pursuant to the Employment Agreement, Dr. Desai was dually-employed by the Medical Group and the University of Massachusetts Medical School. Exhibit A, ¶ 1.14.

6. In my capacity as Chair, I supervised and managed all radiologists employed by the Medical Group, including Dr. Desai. As Chair, I am responsible for the performance of

Medical Group physicians in the Radiology Department. Among my duties as Chair is to ensure that the Department provides high quality and safe imaging services for patients.

7. Dr. Desai's job duties involved reviewing radiological images in the form of computed tomography ("CT") or radiographs ("x-rays" or "plain films"), interpreting the images, describing findings, and opining on diagnoses of disease and medical conditions revealed in the images. Dr. Desai was not qualified to read magnetic resonance imaging (MRI) and did not read MRIs in the course of her employment.

8. As a radiologist, Dr. Desai's practice was focused on and limited to thoracic (a/k/a chest) imaging, and Dr. Desai worked within the Department's Thoracic Division (a/k/a Chest Division).

9. Dr. Desai performed her duties for the Medical Group while located at UMass Memorial Medical Center (the "Medical Center") facilities. The Medical Center is a multi-facility academic hospital which provides tertiary-level care.

10. In her role as a radiologist for the Medical Group, Dr. Desai reviewed and interpreted images for patients originating from multiple hospitals, including campuses of the Medical Center, Marlborough Hospital, and Clinton Hospital. These hospitals are each separate entities.

11. The Medical Group is responsible for staffing radiologists to review images originating from different hospitals, and the Medical Group directs the radiologists' assignments.

12. The hospitals, including Marlborough Hospital and the Medical Center, did not direct Dr. Desai or any other radiologist with respect to the reading of images or in any other job duties. Dr. Desai was supervised by Medical Group employees at all times.

13. Dr. Desai was never employed by the Medical Center. The Medical Center did not set the compensation for radiologists, did not set the work schedules for radiologists, and did not have the power to hire, fire, or discipline radiologists, including Dr. Desai.

14. In order to provide medical services as a physician for Medical Center patients, Dr. Desai was required to be granted clinical privileges by the Medical Center and be a member of the Medical Center's medical staff.

15. Darren Brennan, M.D., served as the Chief of Radiology for Marlborough Hospital from 2015 to 2018. He was not an employee of Marlborough Hospital, but at all times has been employed by the Medical Group as a radiologist.

16. As Chief of Radiology, Dr. Brennan performed an administrative role which involved serving as a representative of the Medical Group's Radiology Department, serving as a liaison with Marlborough Hospital, and ensuring that the Medical Group was performed its obligations under its contract with Marlborough Hospital. In Dr. Brennan's capacity as Chief of Radiology, he oversaw staffing coverage for the Medical Group's reading of studies originating from Marlborough Hospital.

17. Dr. Brennan served as the Department's Vice Chair for Enterprise Operations and Community Radiology from 2015 to 2019. In my absence, I would sometimes designate Dr. Brennan to address concerns within the Department in his role as Vice Chair. On September 21, 2017, Dr. Brennan addressed a matter between Dr. Desai and Karin Dill, M.D., in that capacity and at my request.

18. Dr. Desai had a Sick Bank as well as Salary Continuation she could use for paid medical leave. At the time of her separation from employment, Dr. Desai had not exhausted her available sick leave and had available 116.55 hours in her Sick Bank.

19. In 2014, a physician in the Department, S.A., M.D., requested a change in her work hours due to a medical issue, and an accommodation to her schedule was approved by me which remains in place to the present day.

20. The Department maintained a policy for physicians to be allotted academic or administrative time to conduct non-clinical duties ("Academic and Administrative Time Policy"), a copy of which is attached as **Exhibit B**. Pursuant to the Academic and Administrative Time Policy, academic time can be allotted to academic responsibilities including teaching and conference preparation, writing papers or texts, completing research projects, attending institutional and department committees, attending conferences, or serving on committees of local, regional, national or international organizations.

21. Dr. Desai was not allotted academic time since at least 2010, and the Department does not have a record of Dr. Desai having ever been allotted academic time. In the time I have been Chair, Dr. Desai never requested academic time for the purposes of performing academic work, research, or other scholarly activities nor has she ever made any proposal for academic work she wished to perform. In addition, she never requested time to participate in the work of local, regional, national, or international organizations.

22. Medical Group radiologists are required to work "call" where they are scheduled to work certain weekends and holidays to ensure coverage for patients every day of the year. The Department has a policy which requires all regularly-employed staff members to provide "call," a copy of which is attached as **Exhibit C**. The requirements for call vary by division due to coverage needs, but the time commitment of the call coverage is substantially the same.

23. For members of the Chest Division, a radiologist must work one-fifth of weekends, or ten weekends per year, as well as a portion of holidays, which are scheduled in advance in an equitable manner among the radiologists working in the division.

24. Performing call is an essential and critical part of being a radiologist in the Department, and is required in order to provide timely and high-quality care to patients, as UMass Memorial is a tertiary-care referral center and level one trauma center which operates twenty four hours a day every day of the year. If a radiologist does not perform call, those responsibilities fall on other employees.

25. At one time, the Department implemented a program in which staff members could elect to "sell" calls, where other staff radiologists could perform additional call for additional compensation, and the radiologist not doing call would have their salary reduced by an equivalent amount. This policy was in place for two fiscal years, from October 1, 2015, to September 30, 2017.

26. Dr. Desai elected to sell, and others in the department elected to "take" six out of her ten call weekends for these years, and during this period she performed substantially reduced call. Dr. Desai's salary was reduced accordingly during this time period due to her "sale" of her calls to other radiologists, in the amount of $19,200 per year. The rate that each call was valued was in accordance with the Department's per diem rates in effect at that time.

27. At least one other radiologist in the Department also elected to sell calls during this period.

28. The policy of selling calls was ended due to the administrative difficulties in managing the program, as well as the lack of staff radiologists interested in taking additional call.

29. It is common for staff radiologists to not want to take call.

30. The Medical Group employs physicians in part-time roles, in which their hours are reduced and their call obligations are proportionately reduced.

31. The Medical Group employs physicians in "per diem" status, in which the employees work on an hourly basis, and are not obligated to take call. Because staff radiologists who are on per diem status are not obligated to take call, some radiologists have chosen to change their status to per diem in order to be relieved of that obligation.

32. Mona Korgaonkar, M.D., a female radiologist who is older than Dr. Desai, requested to move to a part time schedule, which I granted, and she subsequently requested that she not take call, and I offered, and she accepted the ability to change her status to per diem to be exempt from call responsibilities. Dr. Korgaonkar remains employed by the Medical Group.

33. In response to Dr. Desai requesting to be exempt from call, I discussed with her the option to transition to per diem status.

34. In October 2017, I asked Dr. Joseph Ferrucci if he would consider speaking with Dr. Desai to share his experience moving from active to per diem status with the Medical Group to assist her with her decision. I did not tell Dr. Ferrucci that I intended to terminate Dr. Desai's employment or to require her to move from active to per diem status. I did not tell Dr. Ferrucci that I had an obligation to think about recruiting younger staff for service needs, and I did not discuss the age or longevity of any staff member, including Dr. Desai, at any time, with Dr. Ferrucci.

35. At no time did Dr. Desai state that she desired to be exempted from taking call or desired an alteration to her call scheduled due to a heart condition or any other health condition.

36. The Department began to utilize remote workstations for staff radiologists to use from home on a trial basis beginning in early 2017. Only the following radiologists used home

workstations in the initial year of the implementation: Andrew Chen, M.D., Karin Dill, M.D., and Philip Steeves, M.D.

37. Dr. Steeves is five years older than Dr. Desai.

38. Nine radiologists used home workstations from implementation until the date of Dr. Desai's separation: Aly Abayazeed, M.D., Satish Dundamadappa, M.D., Carolyn Dupuis, M.D., David Choi, M.D., Andrew Chen, M.D., Karin Dill, M.D., Sami Erbay, M.D., Philip Steeves, M.D., and Eric Schmidlin, M.D.

39. Dr. Abayazeed, Dr. Dundamadappa, Dr. Choi, Dr. Chen, and Dr. Erbay specialized in neuroradiology and were among the first to test and use home workstations due to the unique scheduling in neuroradiology where radiologists would rotate working routine evening shifts.

40. No staff member was permitted to take call remotely through the use of a home workstation or otherwise during the time Dr. Desai was employed.

41. The Department has a quality assurance system designed to improve the quality of radiology services. Prior to 2019, the quality assurance system was based, in part, on a peer review system, where other radiologists within the Department would review each other's reads.

42. In this system, all radiologists in the Department were asked to enter information into the quality assurance system in two circumstances: (1) through an automated process that requests that a certain number of cases be double-read periodically by each radiologist on staff; and (2) when a radiologist is made aware of a quality issue about an interpretation, the radiologist was obligated to enter that information into the peer review privileged database.

43. When radiologists reviewed the studies, they would input a numerical score as to their review, with scores denoting the following: a "1" indicated the reviewer concurred with the

reviewee's radiological interpretation; a "2" indicated the reviewer identified a discrepancy in interpretation/not ordinarily expected to be made, but which was denoted as an "understandable miss;" a "3" indicated the reviewer identified a discrepancy in the reviewee's interpretation and that the discrepancy should have been caught by the radiologist "most of the time;" and a "4" indicated the reviewer noted a discrepancy in interpretation that represented a "misinterpretation of findings" and that should be identified "almost every time."

44. At their annual faculty reviews, I provided staff radiologists with information from the quality assurance database regarding peer review reads labelled with scores of either "3" or "4." I would advise the radiology staff members of these entries and ask the staff member to review the cases if they had not already done so, as a part of the quality improvement process.

45. I provided Dr. Desai with such a summary from the quality assurance system during her 2016-2017 annual faculty review (the "Peer Review Summary"), a copy of which is attached as **Exhibit D**.

46. Karin Dill, M.D., was hired as a radiologist and the Division Chief of the Thoracic Division on February 29, 2016. The Division Chief position was publicly posted and the Department conducted recruiting efforts to fill the position. Dr. Desai did not apply for or ever express interest in the position. Dr. Dill was more qualified than Dr. Desai to be Division Chief, based on her education, training, professional involvement, research, qualifications, and experience.

47. According to data recorded in the quality assurance system, in the course of Dr. Dill's employment, she entered information in the quality assurance system indicating disagreement with the radiologist's initial read for 31 radiologists, in 79 instances.

48. Kimberly Robinson, M.D., is a pulmonologist (a physician specializing in the respiratory system) who treats patients at Marlborough Hospital, and for a period served as President of the Medical Staff for Marlborough Hospital.

49. Radiology, like other diagnostic medical work, can involve a degree of probability and subjectivity, and concerns or disagreements can be raised by treating physicians at times. Treating physicians have raised concerns to me with individual reads or quality issues from time to time. I evaluated quality concerns raised to me and took appropriate action based on the individual circumstances. I likewise evaluated quality concerns whenever they were raised to me by Dr. Robinson.

50. Neither Dr. J.F. Dr. H.L., Dr. G.T. nor Dr. D.B. specialized in chest radiology. Dr. J.F. is 12 years older than Dr. Desai, Dr. G.T. is less than 2 years younger than Dr. Desai, and Dr. D.B. is 60 years old.

51. I was aware that several of Dr. Desai's cases were entered in the Department's quality assurance database labelled as potentially significant misses, based on my distribution of data from the quality assurance system to Dr. Desai as a part of her annual review.

52. On January 31, 2017, I met with representatives from Marlborough Hospital and its medical staff regarding radiology issues at the hospital. This meeting included the President of the Marlborough Hospital Medical Staff and pulmonologist Kimberly Robinson, M.D., and the President of Marlborough Hospital, Steven Roach. A copy of the minutes of this meeting are attached as **Exhibit E**.

53. A significant concern addressed at the meeting was the quality of chest imaging. At the time, there were three radiologists specializing in chest in the Medical Group's Chest

Division, Karin Dill, M.D., Eric Schmidlin, M.D., and Dr. Desai. No concerns were raised at the meeting related to the reads of Dr. Dill or Dr. Schmidlin.

54. At this meeting, Dr. Robinson expressed serious concerns with the quality of CT reads performed by Dr. Desai. Dr. Robinson stated to me that she never believed Dr. Desai's reports and could not rely on them.

55. In response, I agreed that I would conduct a focused review of Dr. Desai's CT reads. I believed that I had to address the concerns raised to me in the interests of patient safety and the Department's obligations to provide high quality services to patients and providers.

56. To ensure fairness and to confirm that the quality concerns were justified prior to taking further action, I opted to have an independent, blinded review of Dr. Desai's CT reads conducted.

57. I did not choose to arrange an independent review of Dr. Desai's reads based on isolated concerns regarding a read or a request to re-review a study read by Dr. Desai. I did not make the decision to do so based on one or two misreads by Dr. Desai.

58. I made the decision to perform an independent review based on reports of quality concerns from Dr. Dill, my awareness of errors in the peer review system, and the complaints from Dr. Robinson, in particular her comments at the January 31, 2017, meeting.

59. I did not consider Dr. Desai's age, sex, or disability in making the decision to have the independent review performed.

60. I requested that the Department's file room staff randomly select 25 chest CT studies reviewed by Dr. Desai and, as a control group, 25 chest CT studies reviewed by other radiologists. The studies included in the review were selected randomly, and I was not involved in selecting the studies.

61. The CT studies selected for inclusion in the review were thoracic/chest studies, but the studies were not limited to those read by radiologists specializing in chest imaging. Eighteen out of the 25 control group studies were read by radiologists who did not specialize in chest imaging.

62. I selected Diana Litmanovich, M.D., to conduct the independent review. Dr. Litmanovich is a thoracic radiologist at Beth Israel Deaconess Medical Center and is a faculty member of Harvard Medical School. Dr. Litmanovich is not employed by the Medical Group or affiliated with the UMass Memorial Health system. I believe Dr. Litmanovich to be an expert in the interpretation of thoracic CT images.

63. I requested that Dr. Litmanovich review the images for each CT study and the corresponding report and provide her opinion whether she agreed or disagreed with the interpretation, and if she disagreed, to indicate whether it was a minor or major disagreement and whether or not the disagreement would have an impact on patient care in her opinion.

64. Dr. Litmanovich provided me with her findings, and I un-blinded them through reference to their identifying numbers. Based on the findings, Dr. Litmanovich concluded that of the reads conducted by Dr. Desai, there were five major errors and nine errors she opined would impact patient care. Dr. Litmanovich concluded that of the reads conducted by other radiologists, there was one major error and five errors she opined would impact patient care.

65. As a result of my assessment of the results of the independent review, I determined that Dr. Desai's quality was not acceptable for the Department, and I made the decision that Dr. Desai could not continue to work in the Department in order to ensure patient safety and provide high quality services to patients.

66. On March 14, 2018, I met with Dr. Desai and informed her that her employment will be terminated on March 17, 2019.

67. Pursuant to Dr. Desai's Employment Agreement, she was entitled to twelve months' notice prior to termination. Exhibit A, ¶ 7.2.

68. I determined that in the time until Dr. Desai's employment ended, she would be restricted from reading CT images and would review only x-rays, due to the concerns raised regarding the quality of her CT reads from the independent review and my obligation to ensure patient safety and provide high quality services to patients.

69. Neither I nor anyone else communicated the restriction of Dr. Desai from reading CTs throughout the Department, and this information was shared only in a discreet manner on a need-to-know basis for the purposes of scheduling and workflow for the reading of studies.

70. On April 24, 2018, at Dr. Desai's request, I held a meeting with Dr. Desai and Vice Chair for Quality, Patient Safety and Process Improvement Steven Baccei, M.D., as well as Dr. Sarwat Hussain, a radiologist in the Department who Dr. Desai invited. At the meeting, I provided Dr. Desai with data from the independent reviewer's findings.

71. I have made the decision to end the employment of other physicians in the Department due to performance concerns related to ability, including R.G., M.D., separated June 23, 2017, R.N., D.O., separated May 31, 2017, and A.R. M.D., separated December 12, 2015.

72. An external independent review was performed of Dr. R.G.'s competency prior to the decision to end his employment. In addition, I reviewed data from the quality assurance system to evaluate Dr. R.G.'s performance.

73. An internal review and investigation was conducted of Dr. R.N. 's performance prior to the decision to end his employment. Dr. R.N. was forty years of age at the time of his separation.

74. With respect to these physicians, I advised them that due to their performance, they would no longer be able to be employed with the Medical Group, and the physicians elected to resign in lieu of termination.

75. Stephen Tosi, M.D., was the President of UMass Memorial Medical Group, Inc., at the time of Dr. Desai's termination.

76. Following Dr. Desai's notice of termination, she was replaced in the Department by Maria Barile, M.D., who is a female.

77. In 2019, I hired a Division Chief for the Thoracic Division who is 59 years of age.

78. Presently, the Medical Group employs approximately 92 radiologists. The Department includes 24 radiologists who are age 60 years or older, and three over 70 years of age. I myself am 62 years of age.

79. During my tenure as Chair of the Department, I have hired 14 radiologists who were 60 years of age or older and two who were over 70 years of age, as well as 32 radiologists who are female.

80. I have made the decision to end the employment of eight regularly-employed radiologists as Chair (who either were terminated or elected to resign in lieu of termination), and seven were male, and seven were younger than Dr. Desai.

81. In 2016, the Medical Group conducted an internal review of the compensation of its radiologists as a part of an effort to standardize salaries to address pay inequities and increase compensation to align more closely with the market for all radiologists. The Medical Group also

engaged an outside resource to perform an external market study to assist in establishing a standardized compensation structure.

82. As a result of these efforts, the Medical Group was able to provide additional funds to the Radiology Department, and a large percentage of radiologists' salaries were increased.

83. Based on the evaluation, the Medical Group implemented a new, standardized salary structure for radiologists effective March 1, 2017. Under this pay structure, the Department set a base salary, with additional designated sums based on academic rank as well as leadership and administrative positions which carried with them additional job duties and responsibilities. A copy of my correspondence to diagnostic radiologists informing them of this new structure is attached as **Exhibit F**.

84. As a result of the implementation of the new compensation structure, Dr. Desai received a large increase in pay, from $302,575 to $340,000 per year. Her compensation was set based on the base salary for a diagnostic radiologist of $330,000, plus an additional $10,000 due to her rank as Associate Professor. A copy of my correspondence to Dr. Desai informing her of her new salary is attached as **Exhibit G**.

85. Dr. Desai did not hold any leadership roles or perform additional duties for the Department.

86. As a result of the new pay structure, every single full-time female radiologist who was employed as of March 1, 2017, whose pay was not already at the standard, received a pay increase, and they were paid in accordance with the standardized pay scale.

87. Dr. Desai was a diagnostic radiologist, and Dr. Aaron Harman is an interventional radiologist. Diagnostic radiology involves reviewing images of the body and making

interpretations, and interventional radiology is image-guided surgery. Interventional radiologists perform invasive procedures on patients, and the radiology component relates to the use of imaging such as fluoroscopy, CT, ultrasound, and MRI to guide their procedures. Interventional Radiologists also have completed additional training through an ACGME accredited Interventional Radiology fellowship and some (including Dr. Harman) have also taken an additional board-certifying examination (Certificate of Added Qualification) in Interventional Radiology.

88. Interventional radiologists generally earn substantially more than diagnostic radiologists. Thus, the Department has implemented a different pay scale for interventional radiology than diagnostic radiology. Under this structure, Dr. Harman's salary was $365,000 per year, which is the base salary for an interventional radiologist.

89. Dr. Eric Schmidlin specialized in chest imaging and worked within the Chest Division with the same duties as Dr. Desai. Dr. Schmidlin did not receive higher compensation than Dr. Desai. His starting salary in 2012 was $300,000 per year, less than Dr. Desai's salary, and at the time of his separation from regular employment, he earned $294,000 per year, less than Dr. Desai's salary. Dr. Schmidlin left regular employment with the Medical Group on June 28, 2016, and he continued to work on a per diem, hourly basis. His hourly rate since has been $162.50, and Dr. Desai's rate when calculated on an hourly basis is $163.46.

90. Byron Chen, M.D., and Hemang Kotecha, M.D., have always earned less than Dr. Desai; each with a salary of $330,000 per year at the time of Dr. Desai's separation. Both worked in different divisions than Dr. Desai.

91. Dr. Karin Dill's base salary was the same as Dr. Desai's. However, Dr. Dill served as a Division Chief, and was paid an additional sum for those duties and responsibilities.

92. Division Chiefs are responsible for the effective daily operational management of their division, financial stability, long term strategic planning, faculty development, and service for patients and referring clinicians. Divisions Chiefs are responsible for the business and operational functions of their divisions, and include responsibilities for clinical operations, financial sustainability, customer service, quality assurance and improvement, faculty development, recruitment and retention, research/scholarship, innovation, resident/fellow training, medical student education, and other division-specific functions.

93. A radiologist's performance of non-clinical duties for the Department, including service in leadership, academic, and administrative positions, is separate and apart from their clinical duties and is extremely valuable to the Department.

94. Steven Baccei, M.D., was paid a higher salary due to his leadership roles within the Department, pursuant to the salary structure. Dr. Baccei was the Division Chief for musculoskeletal radiology, and he served as the Department's Vice Chair of Quality, Safety, and Process Improvement. The duties of the Vice Chair include oversight of all quality assurance functions of the Department, specifically, maintaining the peer review database, managing department quality assurance meetings and review processes, responding to quality issues, handling risk management matters, and management of quality review projects, among other duties.

95. Christopher Cerniglia, D.O. served in multiple leadership and administrative roles in the Department, for which he received additional compensation. Prior to 2017, he had served as a Division Chief for musculoskeletal radiology, and, thereafter, he continued to serve as 1) the Director for Medical Student Education in Radiology, in which he is responsible for organizing all of the radiology educational activities for the first and second year medical students, 2) the

Co-Course Director for the UMass Medical School DSF (Design, Structure, and Function) course, in which he runs the imaging lab within the anatomy lab, oversees imaging in connection with the course, and oversees all medical student, non-radiology interns and resident, and visiting medical student rotations in radiology, and 3) the Fellowship Director for Musculoskeletal Radiology, in which he is responsible for the fellowship's curriculum, fellow recruitment, fellow oversight, performance evaluations, and compliance with Graduate Medical Education policies.

96. Sathish Dundamadappa, M.D., has served as the interim Division Chief of neuroradiology as well as the Fellowship Director for Neuroradiology and the Fellowship Director for MRI, in which he is responsible for the fellowship's curriculum, fellow recruitment, fellow oversight, performance evaluations, and compliance with Graduate Medical Education, for both of these areas, as well as compliance with accreditation requirements for neuroradiology, and he has received additional compensation for these additional duties and responsibilities.

97. Dennis Coughlin, M.D., has served as the Division Chief for Emergency Radiology, for which he has been compensated an additional amount for those duties and responsibilities.

Signed under pains and penalties of perjury this 15th day of December 2021.

Max Rosen, M.D., M.P.H.

Exhibit D

UMassMemorial | University of Massachusetts Medical School

Department of Radiology

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jerry.balikian@banyan.ummed.edu

Jerry P. Balikian, MD, FACR
Professor of Radiology
Director, Thoracic Radiology

May 14, 2001

Edward H. Smith, M.D.
Professor and Chairman
Dept. of Radiology
U Mass Memorial Health Care
Worcester, MA 01655

Dear Ed:

I am most pleased to provide this supporting letter for Charu Desai, M.D; for promotion to "Clinical Associate Professor of Radiology on the non-tenure track".

I have known Dr. Desai for nine years as an associate member of my Division of Thoracic Radiology.

I have come to appreciate and admire her exceptional mind in picking up abnormalities on a chest x-ray. She is dependable, hardworking and can be trusted with great responsibilities. She is not only a suburb chest radiologist she is also very well trained with an additional fellowship in abdominal imaging which is a great asset to the institution.

She is shy to servicing conferences and to public appearances but makes up for it by patiently teaching on a person to person level. Her ability to integrate findings and arrive at a judgment are very commendable.

Charu has a pleasant personality, a good sense of humor and gets along well with the attendings, residents, technicians, and the patients.

I recommend her highly for this promotion. I am confident that she will justify your trust in her and bring great credit to the Department and the Institution as an outstanding clinical radiologist and teacher.

Sincerely,

Jerry P. Balikian, M.D.

Exhibit E

UMassMemorial

University of Massachusetts
Medical School

Department of Radiology
Division of Nuclear Medicine

Department of Medicine
Division of Cardiology

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jeffrey.leppo@umassmed.edu

Jeffrey A. Leppo, MD
Professor/Clinical Director

November 30, 2001

Aaron Lazare, MD
Chancellor/Dean
University of Massachusetts
Medical School

Dear Dr. Lazare:

I am writing in support of the promotion of Dr. Charu Desai to the rank of Clinical Associate Professor of Radiology on the non-tenure track. Dr. Desai was among the first residents to complete her training at UMass in the Department of Radiology. She returned in the early 1990's as a faculty member after working in private practice for several years.

Over the past decade Dr. Desai has achieved a valued position in our clinical service. Her area of expertise is in thoracic radiology. Her clinical acumen is very highly regarded by referring physicians, and her attention to clinical service is impressive. Over the past 8 months the Radiology Service has been under a great deal of stress, and Charu has really risen to the task. With members of her diagnostic division having been out sick or on vacation, she has covered the entire Chest Service as a solo practitioner. Her turnaround time is very rapid and among the leaders of the department. She has been a real supporter of the entire service during this crisis. Although she has not been active in the publication field or giving outside lectures, Dr. Desai has been an excellent one-on-one teacher at the reading area with many present and former residents giving her high marks for her teaching ability. Approximately 2/3 of her teaching evaluations have an average score in the in the above average to outstanding level and individual letters (Drs. Kydd and Kamath) document her personal impact.

Dr. Desai demonstrates continued enthusiasm in support of the department in whatever capacity that is needed. During the past 6 months she has been an inspiration to her colleagues to maintain a high level of clinical service during a period of departmental resignations and a large decline in enthusiasm.

Dr. Desai has achieved excellence in clinical service and teaching ability, which should ensure her credentials for promotion. Her tremendous efforts, loyalty and plucky resolve during this period of intense challenges should be sufficient to merit this well deserved promotion. If our diagnostic service is going to survive, we need radiologists like Charu, and she remains a delightful colleague who is well liked by her professional colleagues as well as the staff technologists.

Therefore, I strongly support this promotion and look forward to having Dr. Desai as a role model for our newer faculty.

Sincerely,

Jeffrey A. Leppo, MD
Interim Chair

JAL:bv

Exhibit F

UMassMemorial

University of Massachusetts
Medical School

Department Medicine
Division of Pulmonary, Allergy
and Critical Care Medicine

University Campus
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Richard S. Irwin, MD
Professor of Medicine
Director, Division of Pulmonary, Allergy
and Critical Care Medicine

December 24, 2001

Dr. Jeffrey Leppo
Interim Chair
Department of Radiology
University of Massachusetts Medical School
55 Lake Avenue North
Worcester, MA 01655

Dear Dr. Leppo:

I have been asked to write a letter of support for the promotion of Dr. Charu Desai to the rank of Clinical Associate Professor of Radiology. I do so gladly. My comments are based upon knowledge of Dr. Desai's clinical work that dates back to 1979.

As an individual, Dr. Desai is hard working, pleasant and responsible. While appearing shy in groups, she can be quite animated in one-on-one situations.

With respect to training, Dr. Desai has received very good training. She did her undergraduate medical training in India and then completed an internship at the Mount Auburn Hospital in Cambridge. She was the first individual to complete her radiology residency at our institution where she served as Chief Resident from 1979 to 1981. Following her residency, she completed a fellowship in Computed Body Tomography/Ultrasound at our institution and then joined the staff here for one year. From 1983 until 1991, Dr. Desai was in private practice in Worcester and then returned to join our faculty. She has been on our faculty as Assistant Professor of Medicine since 1992 to the present time.

With respect to clinical skills, Dr. Desai's opinion is widely sought by pulmonary specialists, clinicians, other radiologists and residents. She has demonstrated skillful interpretation of all chest-imaging procedures.

With respect to teaching, I have no direct first hand knowledge of Dr. Desai's performance. It would not surprise me if she received the highest marks from radiology residents in training.

With respect to research and scholarly activities, Dr. Desai's curriculum vitae shows Dr. Desai's productivity to be on the modest side.

In summary, I support Dr. Desai's promotion from Assistant Professor to Clinical Associate Professor of Radiology.

Sincerely,

Richard S. Irwin, M.D.

kab

Exhibit G

UMassMemorial

Medical Center
Department of Radiology

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Carl J. D'Orsi, MD, FACR
Professor and Vice Chairman
Director, Diagnostic Radiology

January 7, 2002

Aaron Lazare, M.D.
UMass Memorial Health Care
55 Lake Avenue N.
Worcester, MA
01655

Dear Dr.Lazare,

I am writing in support of Dr.Charu Desai's proposed promotion to Clinical Associate Professor on the non-tenure track. I've known Dr.Desai for 21 years, first in her role as a resident in radiology and subsequently as a member of the staff. My main interest is breast imaging and I had the good fortune of working with Charu for 5 years in mammography. Clinically she demonstrated excellent skills including detection and diagnosis of breast malignancy and communicative skills. I heavily relied on her to fill in when sudden lapses in coverage occurred and Dr.Desai was always willing to accommodate. At present she is a member of the chest service and has performed with equal excellence. With the current problems that radiology is undergoing, Charu has been a pillar, often taking care of the service alone, despite several chronic medical problems.

She is also trusted for her clinical skills by the clinicians she serves. Dr.Ricciardi writes "Dr.Desai.....(is) always willing to go the extra mile to go over very complicated films of the sick oncology patient." Dr.Irwin comments "Dr.Desai's opinion is widely sought by pulmonary specialists, clinicians, other radiologists and residents." She is also very well received by our residents with the majority of her evaluations extremely positive. Dr.Kydd, our current chief resident describes her as ".....an outstanding radiologist in terms of her diagnostic ability....." and having ".....provided my colleagues and myself with outstanding teaching....." Dr.Sanjay Kamath, a former resident, states that Charu ".....has been wonderful both as a teacher as well as a person."

I have absolutely no reservations in strongly recommending Dr.Desai for the promotion she seeks."

Sincerely,

Carl J.D'Orsi, M.D., FACR
Professor and Vice Chairman
Director, Diagnostic Radiology

Exhibit H

UMassMemorial | University of Massachusetts Medical School

Department of Radiology

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Krishna Kandarpa, MD, PhD
Professor and Chairman
Radiologist-in-Chief

October 25th, 2004

Dear Dr. Desai,

I want to take this opportunity to thank you for your hard work and contributions to the Department during this last year. As you know, our Department is undergoing a fundamental transformation in staffing, administrative structure, space, and technology now that all three hospitals are consolidated under a single academic practice staffing model. I realize that the events of the last year have made transformation to date slightly difficult. However, I hope you agree that by focusing on our stated Vision, we are laying the foundations for a Department that will once again be a leader in clinical service, teaching, and research.

The Department is yet to get on solid fiscal grounds as it undergoes this transformation. Nevertheless, in recognition of your contributions to the Department you will be receiving an increase in your salary. Your salary for the fiscal year Oct 1, 2004 - Sept 30, 2005 will be $235,000. As you are aware, there will no longer be a withhold of your salary. We will deploy a sensible incentive-based compensation plan during this coming year.

I hope to work together with you to realize the Department's Mission and Vision, that we had formulated together this past year. I also expect that all of us will live up to the Department's stated Values and use them to guide us to a better future. Please feel free to contact me if you have any relevant ideas or concerns about the Department and its future. I look forward to your continued support.

Sincerely,

Krishna Kandarpa, MD, PhD
Radiologist-in-Chief
Professor and Chairman, Department of Radiology

Exhibit I

UMassMemorial | University of Massachusetts Medical School

Department of Radiology

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Jerry P. Balikian, MD, FACR
Professor, Thoracic Radiology
Interim Director,
Thoracic Radiology

September 20, 2015

To Whom It May Concern:

I am most pleased to provide this letter of recommendation for Dr. Charu Desai.

I have known Dr. Desai for about 20 years as my most esteemed associate in the division of Thoracic Radiology at UMass Memorial – University of Massachusetts Medical School.

Charu is a superb clinical radiologist, very well known for her accurate diagnoses. She spares no time in teaching radiology residents and clinical attendings in face to face discussions of patients radiographic studies. Her interests include pulmonary diseases.

On the personal side, she has a most pleasant personality, highest ethical and moral standards and well respected among her peers.

I recommend her with great enthusiasm and I am confident that she will justify your trust in her and bring great credit to your institution.

With best regards.

Sincerely,

Jerry P. Balikian M.D. FACR

Jerry P. Balikian, M.D., F.A.C.R.

Exhibit J

March 22, 2018

Re: Charu Desai MD.

This is a letter of reference for Charu Desai MD.

I am a senior semi-retired diagnostic radiologist who served as Interim Chair of Radiology from 2007 to 2012 at the UMass Memorial Medical Center in Worcester Mass.
Dr. Desai was on the faculty during those years and she and I continue to serve in the Dept of Radiology at UMass Memorial at the present time. Thus, I have had an opportunity to observe and work with her as her Chair and as a colleague for some 11 years.

Dr. Desai completed a residency in Radiology in the late 1980's at UMass and has served on the UMass Radiology Faculty continually for over 26 years. As I understand it, she now seeks a slightly less demanding clinical work schedule.

Professionally she is an outstanding radiologist with special excellence in chest radiology to which she devotes her energies essentially full-time. She has an excellent command of the intricacies of interpretation in chest CT scans and is an expert in plain chest radiographs. She is well regarded by referring clinicians who often seek her out for personal review of scans and clinical consultation. She has been an active teacher over the years and was given the teacher of the year award from the resident staff in 2016.
On a personal level, she is gracious, collegial and reliable. Thus, I am delighted to recommend her for consideration in a diagnostic radiology practice. Do not hesitate to contact me if the occasion should require.

Sincerely,

Joseph T Ferrucci MD
Professor of Radiology Emeritus
University of Massachusetts Medical School

(joseph.ferrucci@umassmemorial.org)

Exhibit K

University of Massachusetts
UMASS Medical School

UMassMemorial Health Care

March 25, 2018

To Whom It May Concern,

I write this letter in enthusiastic support of Dr. Charu Desai's application for a Position in the Department of Radiology at your institution.

I have personally known Dr. Desai for almost a decade, and she is amongst the best radiologists with whom I have had the pleasure of working. Her diligence, attention to detail, and ability to detect the most subtle of findings make Dr. Desai an exceptional candidate for a position in your Department.

She is truly distinguished with regards to the quality of work in interpreting both plain radiographs and CT scans. Dr. Desai is the first person that I consult with when interpreting a difficult chest CT scan, which speaks to her exceptional talent and native ability.

Charu was also the recipient of the Teacher of the Year Award, determined by the collective vote of 20 residents; she is commended for her work as a teacher and a mentor, in addition to being a phenomenal physician.

Dr. Desai is a pleasant, committed, and excellent doctor who is well liked and highly respected amongst all members of our Department at UMMHC. Dr. Desai would be an asset to your Department, and I recommend her with the highest endorsement, without reservation. I am extremely sad that she will be leaving us. Please do not hesitate to contact me shall you have any questions.

Sincerely,

Aaron Harman, MD
Assistant Professor
Department of Radiology
UMass Memorial Medical Center
UMass Medical School
(c): 508-397-5506

Exhibit L

UMassMemorial | University of Massachusetts Medical School

Department of Medicine
Division of Pulmonary, Allergy and Critical Care Medicine

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Richard S. Irwin, MD, Master FCCP
Professor of Medicine & Nursing
Chair, Critical Care Operations
Editor-in-Chief, CHEST

March 29, 2018

To Whomever This May Concern,

I have been asked by Dr. Charu S. Desai to write a letter of recommendation in support of her desire to join your group in the specialty of Thoracic Radiology. I gladly do so because I believe that Dr. Desai is a worthy applicant. My comments are based upon a long-standing collegial relationship that she and I have had since 1979 at the University of Massachusetts Medical Center and then UMass Memorial Medical Center. Dr. Desai was a Chief Resident in Radiology in 1979, the year that I arrived as the Chief of the Pulmonary Division.

As a person, I have always known Dr. Desai to be a hardworking, responsible individual of the highest moral caliber.

While I have not witnessed Dr. Desai's teaching skills first hand, she has achieved high marks by radiology residents that culminated in her being awarded the Best Teacher Award in 2017.

With respect to clinical skills, I cannot remember any of my patients ever suffering any adverse effects based upon readings made by Dr. Desai; and I frequently had the opportunities over the years to seek Dr. Desai's advice about cases. By reading Dr. Desai's curriculum vitae, I have been impressed by the number of courses she has taken to keep up with new thoracic imaging modalities.

In summary, I believe that Dr. Desai is a worthy candidate for a position in your group as a thoracic radiologist. Please do not hesitate to contact me should you wish to speak with me in person.

Sincerely,

Richard S. Irwin, MD, Master FCCP

Exhibit M

UMassMemorial | University of Massachusetts Medical School

Department of Radiology

University Campus
55 Lake Avenue North
Worcester, MA 01655
www.umassmemorial.org

April 3, 2018

To Whom This May Concern:

I am writing this letter on behalf of Dr. Charu Desai. I have personally known Dr. Desai for the last 13 years and can vouch for her dedication, work ethic, knowledge of radiology and passion for teaching.

She taught me chest radiology as a resident at UMass. She is a fixture in the chest department, an inspiration and a role model. She is dedicated to her job, reliable and a team player. The UMass chest division has ungone significant transformations and turmoil in the last 13 years with perpetual turnovers in chest radiologists. This has made the division unstable having gone through 4 division chiefs in the last few years. To her credit, she is the most senior staff remaining in the chest division and the workhorse of that division. Unfortunately, this also adds undue pressure on the few staff that are present to keep the division running. If there is ever a question on a case, we know exactly who is always there and who to ask for help.

It is with a heavy heart to hear that she will be leaving us in the near future. I feel she with be a strong asset to whichever organization she ultimately decides to join.

Sincerely,

Andrew Chen MD
Assistant Professor of Neuroradiology
University of Massachusetts Medical School

Exhibit N

UMassMemorial | University of Massachusetts Medical School

Department of Radiology

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Gopal R. Vijayaraghavan, MD
~~Clinical~~ Associate Professor of Radiology
Director, Breast Imaging

05 April 2018

TO WHOMSOEVER IT MAY CONCERN

Dear Sir/Madam,

It gives me immense pleasure to write this letter of recommendation in support of Dr. Charu Desai's application for an attending radiology position in your practice. I have known Dr Desai or Charu as she is better known for the last 14 years. I joined UMass in 2004 as a fellow, when Charu was already an Attending in Chest Radiology. At that time I enjoyed the 1 month tutorship I received from her on my elective rotation. After my fellowship I joined the Body division as an Attending. Chest and Body divisions shared the same reading area and I interacted with Charu on an almost daily basis during that time. In 2013 I assumed Directorship of the Breast division and my interactions with Dr Desai have been less frequent since then.

Dr. Desai is personable, intelligent, and hardworking. She has demonstrated an extraordinary aptitude for reading chest radiographs and CT scans. Her interpretations are highly valued by our clinicians and radiology colleagues. Infact just this last year the residents awarded Dr Desai with the prestigious "Best Teacher Award" among all radiology faculty at UMass. She is always available, approachable and is a great team-player.

I strongly recommend her for a position in your department. Please reach out to me if you require any additional information.

MD, MPH.
Gopal Vijayaraghavan.

Exhibit O

UMassMemorial
Health Care
55 Lake Ave North
Worcester MA 01655

No Recipients

April 24, 2018

To Whom It May Concern:

This is a letter of support for Dr. Charu Desai, Attending Radiologist here at UMass. I have known Dr. Desai for more than 15 years.

One of the major benefits of working at a medical center is the ability to walk to the Radiology Department and personally review x-ray images with a radiologist. I have done this 100's of time over my 35+ years at UMass. While I have found the radiology team at UMass to be generally very helpful, there are a few radiologists whom I have found over the years whose knowledge and reliability have been especially outstanding. Dr. Desai is one of these few. She has been my "go to" chest radiologist for many years. She is willing to review complicated cases. Her insight and advice have always been impeccable. I think she is a gem and have been honored to work with her over the years.

Sincerely,

George H Eypper

George H Eypper, MD
General Internal Medicine/Adult Primary Care

Exhibit P

Charu-
Please let me
know if there is
anything else you'd
like me to include.
xo Lacey

May 15, 2018

To Whom It May Concern:

I am pleased to write this letter of support for Charu Desai, MD for a position in your radiology department.

I have known Charu for 7 years, first as my teacher as a resident in the University of Massachusetts Diagnostic residency program, and currently have the pleasure of working alongside my teacher and now colleague in the chest imaging department at University of Massachusetts Medical Group.

Charu is a careful and observant radiologist, I am always awed at her precision and incredibe ability to pick up findings. This is especially apparent on plain films, which in my opinion is the hardest place to be detecting these findings. I run the weekly thoracic tumor boards, and often review new lung cancer cases that trace back to an amazing call by her on a chest radiograph. I feel lucky to have had her as a teacher. She brings wisdom and experience to the reading room.

As a colleague, Charu is friendly, kind, and caring. She always greets me with a smile, encouraging words, and is an absolute pleasure to be around. I enjoy working with her and will miss her greatly.

Please feel free to contact me with any questions or for further information. In conclusion, I highly recommend Charu without hesitation for a position in your radiology department – both as an esteemed radiologist as well as a wonderful person.

Sincerely,

Lacey McIntosh, DO, MPH

Director of Oncologic Imaging
Body, Chest, and PET/CT Divisions
Department of Radiology, University of Massachusetts Medical Group
Assistant Professor
University of Massachusetts Medical School
55 Lake Ave North
Worcester, MA 01655
(774) 441-1213

Exhibit Q

UMassMemorial | University of Massachusetts Medical School

Department of Surgery
Division of Thoracic Surgery

67 Belmont Street
Worcester, MA 01605, USA
Tel: +(1) 508-334-8996
Fax: +(1) 508-334-6296
www.umassmemorial.org

Karl Fabian L. Uy, MD
Chief, Division of Thoracic Surgery
Associate Professor of Surgery

March 11, 2020

Letter of Recommendation

Dr. Charu Desai

To Whom It May Concern:

I am writing this letter of recommendation on behalf of Dr. Charu Desai, whom I have known and worked with for the past 12 years in her capacity as a diagnostic radiologist at UMass Memorial Medical Center and the University of Massachusetts Medical School. Much of her clinical time is spent in chest radiology, and because I am a thoracic surgeon I have become familiar with Dr. Desai and the quality of her work, and feel well-qualified to write this letter.

Dr. Desai spent her undergraduate and medical school as well as internship years in India, and thereafter moved to Massachusetts for her training and a long fulfilling career as a radiologist. She did her residency and fellowship in UMass, and thereafter worked in various hospitals in Central Massachusetts and eventually returned to UMass where she has worked since 1992 – consequently, she is well-known and well-loved and appreciated. The Department of Radiology as well as the entire medical center has benefited greatly over the years from her clinical service, aside from generations of Radiology residents whom she has helped train. Her mentorship and excellence in teaching was recognized with the Best Teacher Award in 2017 – a very difficult award to achieve because of the rather large number of excellent faculty members within her department. I am sure that her wealth of knowledge and experience – especially the kind which cannot be sufficiently elaborated on in textbooks – has not been unnoticed by the residents, and that they are showing their appreciation for her sharing this unselfishly.

I and my colleagues in the Division of Thoracic Surgery have benefited immensely from her clinical work – she is very prompt and to-the-point with her readings without too much of the vague and noncommittal terminology which seem to permeate radiology reads nowadays because of medico-legal pressures. I believe she strikes a good balance between the provision of her professional opinion and avoidance of legal issues. She calls us promptly if there are urgent findings to relay, and does not stop at one call if we were not reached. These calls are very appropriate, and there has never been a single time that I considered a call too alarmist or wasteful of time and effort on both our parts. We do appreciate the work that she has provided for our patients through all these years.

Dr. Desai has become so established within our medical center that it is difficult to imagine day-to-day life in my specialty without her; however I understand that she is at a point in her career that she wishes to transition to another kind of position. Given the challenges that we are experiencing in health care in general and in a safety-net hospital such as UMass Memorial Medical Center in particular, I fully understand and support her decision and wish her well in all her future endeavors. You are fortunate to be considered as an institution where she would like to share her expertise, and you will benefit immensely from her lovely personality also.

Please do not hesitate to contact me if you would like to discuss Dr. Desai's application further.

Sincerely,

Karl Fabian L. Uy, MD, FCCP, FACS
Associate Professor and Chief
Division of Thoracic Surgery
UMass Memorial Health Care
University of Massachusetts Medical School

Exhibit R

UNITED STATES DISTRICT

DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 4:19-cv-10520-DHH

* *

CHARU DESAI,
PLAINTIFF

v.

UMASS MEMORIAL MEDICAL CENTER, INC., et al.,
DEFENDANTS

* *

DEPOSITION OF CHARU DESAI, M.D.,

Conducted Remotely

211 Congress Street, Suite 720

Boston, Massachusetts 02110

Friday, September 18, 2020

10:37 a.m. to 5:00 p.m.

Pages 1-202

A Dr. Rosen.
Q All right. Dr. Rosen.
Anyone else?
A I don't know who took a part in my termination.
Q Okay. So whoever took part in your termination decision you believe was engaging in disability discrimination?
A Yes.
Q Okay. And setting aside the termination decision, are you claiming anything else was done to constitute disability discrimination?
A Not that I can recall.
Q What is your actual medical condition that you claim is a disability for you? What's it called?
A It's, like, brady-tachy syndrome, so sometime I just -- like today, do you remember we were taking break, it happened, and at that time, I cannot, literally, function. It --
Q You become dizzy or lightheaded?
A Not really. I get really short of breath, my eyes start tearing, weakness all over the body, so if you ask me move from the chair to the couch, I cannot do that.
I didn't know if you ask me, are you okay, I

can nod my head, but any can last few minutes or longer, or it can come back to back.

So basically, I'm not doing that, and then, there are so many times on the road, I have to pull the car. So I never drive on a hill, where there is a hill, because then it will be difficult to pull the car.

Q Right.

A And there are times I have to pull over.

Q So in terms of daily activities or life activities that it limits you in, it sounds like it can affect your breathing, it can affect your driving. Anything else?

A When I am driving. And the tiredness. When I get that, then I feel very tired. And if I don't break the cycle, then the frequency -- next day, the frequency will increase. So, like, if it comes today, tomorrow, I just, on purpose, I have to do nothing so I can calm down my body kind of.

Q If I'm correct, and correct me if I'm wrong, but just based on what we discussed today, my understanding is that the tachy-brady syndrome did not affect your ability to perform the essential functions of your job except to the extent where

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
CIVIL ACTION NO. 4:19-cv-10520-DHH
* *
CHARU DESAI,
Plaintiff,
vs.

UMass.. MEMORIAL MEDICAL CENTER, INC., et al.,
Defendants.
* *

VOLUME II
CONTINUED DEPOSITION OF: CHARU S. DESAI, M.D.
Conducted Remotely
211 Congress Street, Suite 720
Boston, Massachusetts
Thursday, October 22, 2020 10:04 a.m.

A. He did not give it to me. I don't remember, but he did not say that he give it to me.

Q. Well, when you asked for this, did he say, for instance, Dr. Desai, I'm not going to approve that? Did he say, Dr. Desai, I'll think about it? Did he -- did he just ignore you? I mean, was there any -- do you remember any level of response, verbal response from him?

A. The only thing I know that he -- I did not get it. He did -- I don't remember exactly what he said, but at that point, he said on the contrary -- he was saying that go part time or go locum, forget about giving me any accommodations.

Q. Did -- did you ask him -- did you ever ask him why he denied your request for a home workstation?

A. I don't -- I don't recall.

Q. You don't remember?

A. No.

Q. So fair to say you don't know why he denied the request for a home workstation, correct?

A. I don't know why.

Q. Okay. Did -- based on the denial of the home workstation, fair to say you still received

after you left?
MS. WASHIENKO: Objection.
A. One of them.
Q. What else?
A. Even for the division chief, also, they -- they didn't even ask me. They just appointed younger white female.
Q. Okay. What else?
A. Yeah. I don't -- I don't recall at this moment other stuff.
Q. Okay. So what I have based on your under oath testimony is they hired a division chief who was younger than you and you believe that was age discriminatory, and they hired someone younger after your employment was terminated and you believe that was age discriminatory, correct?
A. Yes.
MS. WASHIENKO: Objection.
Q. Are you claiming that the decision that was made to restrict your privileges with respect to CT scans was done because of your age?
A. No.
Q. I'm going to move to Count 7 in your complaint. Count 7 is a claim for tortious

Exhibit S

UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

----------x

CHARU DESAI,

Plaintiff,

vs. Civil Action No. 4:19-cv-10520-DHH

UMASS MEMORIAL MEDICAL CENTER, INC., ET AL.,

Defendants.

----------x

DEPOSITION OF MAX P. ROSEN, M.D.

Conducted Remotely

1800 West Park Drive

Suite 400

Westborough, Massachusetts

May 7, 2021

10:10 a.m. to 5:03 p.m.

Reporter: Laurie J. Berg, CCR, RPR, CRR, CLR, CER

You are employed at UMass Memorial Health Care, correct?

A. I'm actually employed by UMass Memorial Medical Group and UMass Medical School.

Q. You serve as the chair of the Department of Radiology at UMass Memorial Medical Center; is that correct?

A. Correct.

Q. When did you begin working there?

A. In September of 2012.

Q. Had you been the chair of any department before you became chair of radiology at UMass Memorial?

A. I was the vice chair -- the executive vice chair at Beth Israel Deaconess before this.

Q. So you're -- tell me, what are the duties and responsibilities that you have in your role as chair of the Department of Radiology?

A. There are several. The first is to ensure the department provides high-quality and safe imaging services for our patients. The other responsibilities are to ensure the smooth, efficient and appropriate running of the department for -- to support the institution and the other physicians and departments

BY MS. WASHIENKO:

Q. Dr. Rosen, I'll ask you to take a look at the document, and let me know when you've had a chance to -- to do so.

A. (Deponent viewing exhibit.) Sure. Okay. I've reviewed it.

Q. Dr. Rosen, do you recognize this document?

A. (Deponent viewing exhibit.) I do not remember seeing this document before. It appears that it was sent directly to Dr. Cauley from Michele Streeter, although, I am CC'd on it.

Q. Why, to the best of your knowledge, would you have been CC'd on this letter?

A. Dr. Cauley was a radiologist at UMass, and I had made a determination that his actions were not appropriate or commensurate with the goals of the department and suggested that he find employment in another location.

Q. I'd like to direct your attention to the second paragraph of this document, which was marked as Exhibit 1.

A. (Deponent complied.) Okay.

Q. The third line down, far right, begins with the sentence, "As you further know, you were notified

that had -- you had the election to resign your employment, rather than have it characterized as a termination."

Do you see that?

A. (Deponent viewing exhibit.) Yes.

Q. Why did you offer Dr. Cauley the opportunity to resign rather than have his separation be characterized as a termination?

A. Dr. -- the issue with Dr. Cauley, as I recall -- and this was now several years ago -- was that he was not fulfilling his role for supporting our residents and fellows and creating an environment that was supportive for learners. I had no issue with the quality of his -- of his work or his -- his medical or radiologic knowledge.

And so, in this case, in Dr. Cauley's case, being in a teaching hospital and having responsibility for overseeing trainees was not something that he was fulfilling. That had nothing to do with his capability as -- as a radiologist.

So, for example, if he was in a position where he was not responsible for -- for teaching and training, you know, residents, fellows, medical students, there would likely be, you know, he's

thoracic imaging division and that it was shorthanded?
A. I know, from this report, that we discussed it at her annual evaluation, but I don't recall specifics of discussing it at other times.
MS. WASHIENKO: We're now going to introduce another of Dr. Desai's annual evaluations.
(Exhibit 6 marked for identification.)
BY MS. WASHIENKO:
Q. Dr. Rosen, I'll ask you to take a look at this document. It has been marked as Exhibit Number 6.
MS. WASHIENKO: For the record, it's UMM 00298 through 00302.
A. (Deponent viewing exhibit.) Okay.
Q. All set?
A. (Deponent nods head.)
Q. Turning to the final page of the document, Dr. Rosen, that's your signature, correct?
A. (Deponent viewing exhibit.) Yes.
Q. You would agree with me that, in this performance evaluation for academic year 2015/2016, there is no mention of any concerns about Dr. Desai's performance?
A. (Deponent viewing exhibit.) Yes. But the

comment here -- my comment here is -- is pretty bare bones. It's stating the -- the facts.

Q. It is not indicating that there have been any performance criticisms levied against her.

A. Correct.

Q. In the ordinary course, you would memorialize performance criticisms, correct?

A. This form -- the purpose of this form is an academic form for the medical school. And, as such, there are issues which might be occurring within the department which might not bubble up to the level of being included on this form.

Q. Would they be memorialized somewhere else, Dr. Rosen?

A. A more -- often, if it's a clinical issue, then those issues are addressed on the -- the medical center's credentialing forms, the OPE forms.

Q. Can you translate, for the nondoctor in the room, Dr. Rosen, what OPE stands for?

A. I think it stands for ongoing performance evaluation or ongoing professional evaluation.

Q. Thank you.

A. It's part of the hospital's credentialing process.

opinion.
Q. You also said that Dr. Robinson brought concerns to your attention --
A. Yes.
Q. -- correct?
Did she -- can you summarize what her concerns were?
A. General concerns about doctor -- the quality of Dr. Desai's interpretations. At one point, she said to me that she never believed any of Dr. Desai's reports and could not rely on them.
Q. Did you, at any point prior to your decision to terminate Dr. Desai, inform her of these concerns?
A. No. I communicated the concerns to Dr. Dill, as the section chief, who would then be responsible for overseeing the quality of people in her division.
Q. So you would agree with me that Dr. Robinson lodged a number of complaints about radiologists in the radiology department at UMass Memorial, correct?
A. Dr. Robinson, over time, had raised multiple issues with me; some, you know, over a wide range of topics.
Q. Including the performance of the radiologists at UMass Memorial, correct?

A. She had concerns about some radiologists' interpretation, yes.
Q. Can you tell me who she had concerns about?
A. A -- another radiologist that she had concerns about were Dr. Tyagi's interpretation of chest CTs.
Q. Anyone else?
A. I don't recall.
Q. Did you terminate Dr. Tyagi?
A. No.
(Exhibit 8 marked for identification.)
BY MS. WASHIENKO:
Q. Dr. Rosen, I am going to show you a document that's been marked as Exhibit Number 8.
MS. WASHIENKO: For the record, it's a single-page document, UMM-03711.
BY MS. WASHIENKO:
Q. And I'm going to ask you to take a look at it, and tell me if you recognize this document.
A. (Deponent viewing exhibit.) Yes. This was -- I don't recall the letter, but it's a letter to me.
Q. From Dr. Roychowdhury, correct?
A. (Deponent viewing exhibit.) Correct.
Q. It looks to be a -- a resignation letter from

him, correct, dated May 5, 2015?
A. Correct.
Q. Dr. Roychowdhury, in the second paragraph, memorializes a meeting with you in your office on April 23rd, 2015, about his resignation.
Do you recall speaking with Dr. Roychowdhury about his resignation?
A. Not specifically, but, clearly, I did.
Q. In -- in the third paragraph of this letter, Dr. Roychowdhury writes, it is unfortunate that I have not been able to convince you of my ability to be part of your team and continue my growth in this department.
Do you see that?
A. (Deponent viewing exhibit.) Yes.
Q. Why -- can you tell, from that sentence, why Dr. Roychowdhury believed that he had not been able to convince you of his ability to be part of your team?
A. Can you repeat the question, please?
Q. Sure. Do you understand, or do you know why Dr. Roychowdhury would have written, in the third paragraph, it's unfortunate I have not been able to convince you of my ability to be part of your team?
A. I had discussed with Dr. Roychowdhury my need

to have an abdominal radiologist, which is what he was, perform at a higher level for an academic abdominal radiologist than I thought that he was able to perform at.

Q. So, in the second paragraph, Dr. Roychowdhury memorializes that, in April of 2015, you discussed his resignation.

Do you see that?

A. (Deponent viewing exhibit.) Yes.

Q. Yeah. That suggests that you did not, in fact, simply terminate him for your concerns that his abdominal radiology work needed to be at a higher level, correct?

A. Correct.

Q. Why did you give him an opportunity to resign rather than simply terminate him immediately?

A. Because we had a discussion that his level of -- the level that he was reading abdominal imaging at was not the level that we needed to have in a tertiary-level academic referral center, and I suggested that, given his specific level of skill and expertise, that there would be other departments where that would be a better fit than the level of abdominal imaging expertise that we required at UMass. We do

very high-level abdominal imaging.

For example, we are a major liver transplant center. We're also a major center for -- for other forms of liver disease, particularly hepatitis C. And we also do high-level, complex prostate imaging in the abdominal division, and these are all exams which require a very high level of expertise in interpreting and supporting the clinical services that send us patients.

Q. The -- the point of my question that I, clearly, did not ask well enough was; why did you give him an opportunity to resign? And I'll contrast that to your informing Dr. Desai that she was being terminated.

A. Dr. Roychowdhury was not performing at a level required -- that I felt was required for our academic tertiary-level department.

In Dr. Desai's case, I had many complaints about her, the quality of her interpretations, conducted an independent review of the quality of her interpretation of chest CT, which found many deficiencies and required a chest radiologist who could perform high-level chest CT. Without having that ability to perform high-level chest CT, I did not

And to the best of my recollection, Dr. Desai, in all the years that I was her chair, never had any activities in those categories.

Q. Was it your understanding that the radiologists who were granted academic days were, on those days, doing academic work?

A. Could you clarify that question, please?

Q. Sure. Do you -- so radiologists who were granted academic days, occasionally, took academic days, correct?

A. Yes, they -- on our schedule would be allocated an academic day, on, say, a Wednesday.

Q. Did they have to report in to work that day?

A. Our policy is that if somebody is on an academic day, they have to be available to come in if there's an unforeseen need, but they don't have to be in the hospital.

An exception to that is, if people want to use their academic day to attend a meeting or a conference that is outside of, you know, Central Massachusetts, that they need to get approval from me first.

Q. With regard to the academic days that radiologists take and do not appear, physically, at

UMass Memorial, do you have any way of assessing whether, on that academic day, they were, in fact, doing work toward the deliverables that you cite in Item Number 5 on Exhibit 15?

A. This goes back to the idea that the faculty are professionals, and I am not micromanaging what they do each hour of the day. The expectation is that they've been allocated x-number of nonclinical days, and there's an expectation at the end of the year that they produce a commensurate amount of work.

Whether they do that on the weekend or nights or some other time, which is not clinical time, is their business. What I care about is that they produce the work. Many radiologists, and I'm sure many other, you know, physicians in the medical center, create a lot of academic and educational and other professional work, nights and weekends.

Q. I just want to go back to something we were discussing just a few minutes ago about when Dr. Desai had an episodic, unpredictable episode.

Did -- were you aware that these happened more frequently if she had been working for many days in a row and was unable to rest for a day?

A. No.

there are three items below that entry, that first line.

Q. Karin, now going above on the page, Dr. Dill responds to Dr. Robinson and CCs you and says in her e-mail, "I have copied Max Rosen to help resolve."

Do you see that?

A. (Deponent viewing exhibit.) Yes.

Q. So, turning back, then, to the previous page marked 30082, you respond to Dr. Robinson on Tuesday, August 9, 2016, at 9:36 p.m., correct?

A. (Deponent viewing exhibit.) Correct.

Q. The -- the first item, you explain that the nodule was non-calcified. You "expect this was a Typo reported as 'calcified' and should be followed as recommended by Dr. Lo."

Does that mean that Dr. Lo was the physician -- the radiologist who read the image and reported something with the typo in it?

A. I am assuming that it would've been Dr. Lo who interpreted the study, yes.

Q. And -- and Number 2, you write, "I don't think there is bronchiectasis."

Did I pronounce that anywhere near appropriately?

A. Bronchiectasis, but close enough.
Q. Thank you. And then you say, "I'll cc Dr. Bennett for his review."
Is it safe for me to understand that Dr. Bennett actually reviewed that image in the first instance?
A. I would assume so.
Q. When I look at Dr. Robinson's e-mail on this issue on the following page, Item Number 2 starts with the redacted section and then says, "CT chest -- no mention of her extensive bronchiectasis."
Was that better?
A. Yes.
Q. Yes. So -- so Dr. Robinson identified an issue believing that there was extensive bronchiectasis, and, you, in response, having reviewed the study, say, "I don't think there is bronchiectasis," correct?
A. Correct.
Q. So there can often be -- well, so it would appear that Dr. Robinson had a complaint wrong, correct?
A. Well, often, these issues are on a continuum. And I thought, I'm not a chest radiologist, but, in my

opinion, I can think, probably in this case, there was bronchiectasis and asked Dr. Bennett to re-review it.

Q. Okay. But in the meantime, Dr. Robinson believed there was extensive bronchiectasis?

A. Yes.

Q. And --

A. That was --

Q. I'm going to direct your attention to Item Number 3 in your e-mail where you talk about a nodule. The second -- sorry, the third line -- sorry, the third sentence reads, "I assume this is why Dr. Karam did not give a specific measurement."

Do you see that?

A. (Deponent viewing exhibit.) Yes.

Q. I assume that means that Dr. Karam was the original reader of the image, correct?

A. I would assume so.

Q. Yeah. None of those is -- was read by Dr. Desai, correct?

A. Correct.

Q. Did you pull any cases of Dr. Lo's to examine his readings?

A. No.

Q. Did you pull any of Dr. Bennett's cases for

further review?
A. No.
Q. Did you pull any of Dr. Karam's cases for further review?
A. No.
Q. I just also noticed in -- on the third page, UMM-30083, Dr. Dill's e-mail to you, at the very top of the page, Tuesday, August 9, 2016 at 4:36 p.m.
Do you see that?
A. (Deponent viewing exhibit.) Mm-hmm. Yes.
Q. It appears that she sent that to you from a Yahoo e-mail account, correct?
A. (Deponent viewing exhibit.) Yes.
Q. So the information included in Dr. Robinson's e-mail that has been blacked out here will have gone to someone through a Yahoo e-mail account, correct?
A. Yes.
(Exhibit 18 marked for identification.)
BY MS. WASHIENKO:
Q. I am now going to direct your attention, if I I can get this thing to work to another document -- to another document that has been marked, this time, I think, as Exhibit 18.
MS. WASHIENKO: For the record, it's

with the x-ray, and we interpret the x-ray, sort of, after the fact, after -- after the patient visit.

So, at some point, he was no longer performing the full range of musculoskeletal radiology but was only interpreting x-rays that -- for the most part was interpreting x-rays which had been obtained in conjunction with a patient visit to orthopedics. The ortho -- the orthopod had seen the patient, seen the x-ray and made a treatment decision based on those two. And the interpretation of the x-ray was to document the report in the radiology system.

Q. Are you aware, Dr. Rosen, that -- that UMass permitted Dr. Nicola to resign, following a discussion with him of performance concerns?

A. I'm sorry. Could you just restate that or repeat it, rather?

Q. Are you -- are you aware that UMass Memorial permitted Dr. Nicola to resign, after discussing with him performance concerns rather than unilaterally terminating him?

A. If I recall, our conversations with Dr. Nicola were that he would be better off practicing in a location that did not require tertiary-level, academic-level, musculoskeletal imaging. As -- as a

complex tertiary referral center, we need to interpret complex studies.

We also support a very robust sports medicine group within orthopedics, and there's a certain level of sophistication that our musculoskeletal radiologists need to have to support those services.

Q. I'll just direct your attention to -- to Page 2 of this document. It's marked 08916. In the first full paragraph, slightly more than halfway down, Dr. Cerniglia wrote, "Unfortunately it appeared that he," Dr. Nicola, "could not identify common findings of gout and over called fractures several times which were not present. His level of sophistication in interpretation of MSK cases," musculoskeletal cases, "is well below what I expect for a fellowship trained board certified radiologist. In fact, many of the cases I would expect a general radiologist or senior resident to make the findings and proper diagnosis or differential."

Do you see that?

A. (Deponent viewing exhibit.) Yes.

Q. That -- that seems to have absolutely no correlation to the fact that UMass Memorial is a tertiary-level-care provider; wouldn't you agree?

A. (Deponent viewing exhibit.) Dr. Cerniglia's not addressing the tertiary-level in that paragraph. But, for example, when he goes down to the next paragraph, to Dr. Most, Dr. Most has a specialty practice in musculoskeletal oncology.

And so while he doesn't specifically state, you know, moving the focus to academic level, the tertiary level, the fact Dr. Most and -- I don't know what the specialty of those other musculoskel -- those other orthopods are, or rheumatologists, but, you know, the level of sophistication to support Dr. Most's practice for referral for bone tumors is fairly high.

Q. Fair enough. But the paragraph we did just read has Dr. Cerniglia referring to a general radiologist or even a senior resident, and drawing the comparison that -- that a general radiologist or senior resident would, in fact, be better able to interpret a number of cases than Dr. Nicola was, correct?

A. Yes.

(Exhibit 22 marked for identification.)

BY MS. WASHIENKO:

Q. With luck, I have just distributed a document

that's been marked Exhibit 22. I'll ask you to take a look at it, Dr. Rosen.

MS. WASHIENKO: For the record, it is UMM-30222 through 30224.

A. (Deponent viewing exhibit.) Okay.

Q. Dr. Rosen, this document is the minutes of a meeting of Marlborough Hospital's executive committee. It appears that you are listed as a guest.

Do you see that?

A. (Deponent viewing exhibit.) I do.

Q. Do you recall attending the meeting on November 2nd, 2016?

A. Yes.

Q. I'd -- -- I'd like to draw your attention to the section on Radiology Review. Dr. Robinson appears to have reviewed, at that meeting, concerns -- several issues and concerns, the "communication of critical results, especially to community physicians, discrepancies in reads, call backs for breast imaging with follow up imaging not scheduled in a timely fashion, lung biopsies not being completed, inconsistencies in Chest CT reads, especially those screening for interstitial lung disease and timeliness of reads."

The next sentence says that you apparently felt a majority of those issues were procedural or a systemic communication problem.

Do you see that?

A. (Deponent viewing exhibit.) Yes.

Q. Does -- did Dr. Desai perform lung biopsies?

A. Not to my knowledge.

Q. I note that Dr. Robinson, then, says something about inconsistencies in chest reads, especially those screening for interstitial lung disease.

Had she brought that concern to your attention before?

A. I think so.

Q. Do you recall if you had any opportunity to review any specific cases that she believed showed inconsistencies screening for interstitial lung disease?

A. No.

Q. I just want to, then, on Page 2, draw your attention -- about the fifth line down. The sentence starts over to the right, "The division chief for chest was out sick for a time and has now returned, and the reads should be completed in a timely fashion

again."

So I take it, from this notation in the minutes of the meeting on November 2nd, 2016, that -- that there were, again, fewer people staffing the chest division than might have been ideal?

A. I don't know. You can determine that from -- or infer this, from this.

Q. It appears from this sentence that, because the division chief was out sick, reads were not being completed in a timely fashion, would you agree?

A. Often, Dr. Robinson would complain about things without substantiated numbers and, on turnaround time, it's always better to look at the numbers than perception.

Q. So -- so Dr. Robinson's complaints, occasionally, or, in your word, "often," complained without substantiation of her complaint?

A. Well, I would always take her complaints and then go and do my own analysis to see if they were founded or not.

(Exhibit 23 marked for identification.)

BY MS. WASHIENKO:

Q. I am now going to share with you a document that has been marked as Exhibit 23.

MS. WASHIENKO: Just for the record, it's UMM-30204 through 30206.

BY MS. WASHIENKO:

Q. Dr. Rosen, I believe you testified earlier that minutes of the meetings of the patient care assessment committee were not shared with you regularly or, frankly, even at all; is that correct?

A. Correct.

Q. Do you have, independent of this document, any memory of December 2016, and Dr. Robinson bringing to your attention, a radiology issue safety concern about an admission to ICU from the emergency department with a central line insertion not working properly? Is that familiar to you at all?

A. No.

(Exhibit 24 marked for identification.)

BY MS. WASHIENKO:

Q. I am now going to share an exhibit -- a document that's been marked as Exhibit 24 and ask you to take a look at it.

A. (Deponent viewing exhibit.) Okay.

Q. Dr. Rosen, this document appears to be an e-mail from, at the bottom, Dr. Brennan to Dr. Dill, Karen Shore, Douglas Teich or Teich --

A. Teich.
Q. -- Teich, T-E-I-C-H, Daniel Berman and Laureen Sena.
Can you identify those people for me?
A. (Deponent viewing exhibit.) Sure. Karin Dill, thoracic radiologist and division chief. Karen Shore was a per diem who helped us in chest and abdomen, mostly. Doug Teich, also a per diem who helped us in neuro and chest. Dan Berman was a per diem who helped us predominantly in chest. And Laureen Sena is a pediatric radiologist who does cardiac imaging and -- adult and pediatric cardiac and chest imaging.
Q. You are CC'd, correct?
A. (Deponent viewing exhibit.) Correct.
Q. You then, above, respond to the e-mail from Dr. Brennan and include as recipients, Dr. Dill, Dr. Shore, Dr. Teich, if I got that right, I apologize again for my pronunciation, Dr. Berman and Dr. Sena.
A. (Deponent viewing exhibit.) Correct.
Q. Why is Dr. Desai not on that list?
A. I don't know.
Q. In Dr. Brennan's e-mail to all, he writes, "the chest list never seems to decrease in size and I

appreciate all the work that you do for the community sites every day but right now can I ask that all Marlborough Chest CTs are cleared by the end of the day and prioritized above all others where clinically feasible. We have a recurrent, mostly unjustified, complaint around service delivery that is centered on chest and Max" --

I assume that's you, Dr. Rosen?

A. I would assume so.

Q. -- "and Max and I really don't want to give this person any ammunition whatsoever."

Do you recall who this person was?

A. (Deponent viewing exhibit.) No. It could be anybody at Marlborough Hospital.

Q. Is it likely to be Dr. Robinson?

A. She was one of the people at Marlborough who, you know, was in a leadership position on quality, so it certainly could be her or other people, you know, in the ICU or quality position at Marlborough.

Q. This issue had clearly been raised with you earlier because, in your response to Dr. Brennan and everyone, you wrote, "This is Extremely," in all caps, "important."

Do you see that?

A. (Deponent viewing exhibit.) Yes.
Q. So Marlborough was really just, generally, very unhappy with UMass Memorial's provision of radiology services --
A. (Inaudible.)
Q. -- (inaudible) chest; is that correct?
MADAM COURT REPORTER: I'm sorry --
A. Correct.
MADAM COURT REPORTER: -- I only got up to Memorial's provision of radiology services, then someone spoke, and I couldn't hear what -- it was cut out.
I don't know --
THE DEPONENT: I apolo --
MADAM COURT REPORTER: -- if you can start it over again.
It's okay. It happens.
BY MS. WASHIENKO:
Q. So -- so, before -- before Dr. Brennan sent this e-mail to the staff, excluding Dr. Desai, you obviously, were aware that Marlborough physicians had expressed concerns about timely or not reading of Marlborough chest CTs, correct?
A. I'm sorry, can you just repeat the question?

Q. I'm not sure I can.

MS. WASHIENKO: Could you read the question back?

MADAM COURT REPORTER: Of course. No problem.

(Question read, as requested.)

A. So the needs at Marlborough are different than the needs at -- at UMass in Worcester. Marlborough is a small community hospital where, after 5 p.m., I think there's one doctor for the whole hospital. There are no interns, residents and fellows. So they rely on radiology -- are much more dependent on radiology, than at an academic medical center.

So, for example, if somebody orders a chest CT in the ICU at either the University campus, and they will, then, call and follow up to get the read of that within half an hour or an hour.

At Marlborough, there's nobody who's paying attention to that, and nobody who's calling and asking for a result. So it's -- it's always been -- there's always been more focus on radiology leading the studies at Marlborough faster than we -- than we need to read them at University or the Memorial campus.

Also, the critical care people at -- at University or Memorial are perfectly, you know, able to look at the chest CT and, for the most part, determine, you know, whether there's a life-threatening condition on the chest CT; where, at Marlborough, there really is nobody after 5 p.m. who's there with the patient who can do that.

Q. Just turning back to -- to the document, Exhibit 24, you, in fact, wanted to emphasize how important it was that Marlborough chest CTs be cleared by the end of the day and prioritized above all others, which is why you, then, wrote, "This is EXTREMELY important," correct?

A. Right. It's -- it's the issue related to how much clinical staff and the level of expertise of clinical staff that Marlborough has after 5 p.m.

Q. Dr. Rosen, do you know when UMass Memorial began providing radiology services to Marlborough?

A. Sometime after I became the chair. I don't know the exact date.

Q. Do you know who they had used for radiology services prior to using UMass Memorial radiology?

A. Yes. There was a four-person radiology group that covered -- that had the contract for Memorial

Q. -- concerned about her quality at that time?
A. Well, a few things. As I said earlier, I had several complaints from Kim Robinson. I've also, you know, stated that Kim Robinson had, you know, several issues. Also, looking at our QA database, that there were several cases in there that were labeled threes or fours which are, you know, potentially significant misses from Dr. Desai.

And at everybody's annual review, my standard process was to print out threes and fours for people and give them to the radiology faculty to make sure that they were aware of these cases and ask them to go and look at them.

And then, also, with issues raised by Dr. Dill, in her role as the section chief for thoracic radiology, where people would come to her and ask her to re-review studies that Dr. Dill had interpreted and -- that Dr. Desai had interpreted and Dr. Dill had -- had concerns about the quality of Dr. Desai's reads.

So, at that point, I felt it had risen to the level where I needed to conduct an independent review to see if what I was concerned about was substantiated by a blind, independent review process.

Q. So, to the best of your recollection now, the -- the -- well, so let me pause. I'm going to direct your attention up to the -- to the next part of the e-mail thread. You are responding to Kathy Green and you state, Hi -- Just wanted to state that this is a confidential review, which has been requested by a clinician outside of radiology.

Who was that?

A. I'm assuming that's my res -- my taking Dr. Robinson's complaints and operationalizing those.

Q. Are you aware if there was a different clinician who brought concerns to you, such that you would have initiated a confidential review of Dr. Desai's cases?

A. Most of the complaints that I received directly were from Dr. Robinson. But Dr. Dill, I think, had also received complaints from other clinicians who had asked her to review Dr. Desai's studies.

Q. So you let Kathy Green know that you wanted 25 random chest CTs and reports dictated by Dr. Desai, 25 chest CTs and reports dictated by other attendings, and then you just sort of describe in Numbers [sic] 3 and Number 4 the -- sort of the

thoracic radiologist. So you could argue that the appropriate comparison would've been against a board certified thoracic or -- or fellowship trained, rather, there's no board -- a fellowship-trained thoracic radiologist.

Q. So, you pulled, or had pulled, 25 random chest CTs of Dr. Desai's and 25 chest CTs dictated by other attendings.

What did you do with them, then?

A. I asked that they were loaded into a system called LifeImage, which is a -- a cloud-based image sharing system. And also had the reports de-identified, so there was no patient name, medical record number and no indication of who the radiologist was who read it. And the file room team identified -- matched each study, each imagine, with the report by a number, 001, 002, 003, so the reports could be linked with the images.

Q. Then what?

A. So I, then, identified a thoracic radiologist who was willing to review these studies, and the instructions that I gave them was that I had 50 chest CTs with de-identified reports that I would like them to review. I did not tell them how many were from one

person versus the comparative group or anything else. It was 50 chest CTs to be read.

And I asked the person to report whether they agreed or disagreed with the interpretation. If they disagreed with the interpretation, whether it was a -- in their opinion, a minor disagreement or a major disagreement, and whether or not that agree -- whether or not that disagreement would have an impact on patient care, in their opinion.

Q. Do you recall who you identified as the radiologist to do this review?

A. Yes.

Q. Who was that?

A. Dr. Litmanovich.

Q. How did you identify her?

A. She has a reputation of being a good thoracic radiologist and that she is somebody who I worked in the same department with years ago. And so I knew that she was, you know, well-respected, competent, and, if she agreed to do something, that she would, you know, carry through on the project.

Q. Where was it that you worked together?

A. Beth Israel Deaconess.

MR. WAKEFIELD: Let's go off the record

to read them competently?
A. Yes.
Q. Did you ever tell her that?
A. No.
Q. And then the -- I think it's the fifth bullet point down, it says, "Quality issues: Dr. Rosen will perform focused peer-review for physician where issues have been raised."
The focused peer review is the 25 random chest CTs pulled, read by Dr. Desai, compared with the 25 chest CTs dictated by other attendings, correct?
A. Correct.
Q. How quickly did that focused peer review occur?
A. I think Dr. Litmanovich probably contacted her at some point before November, because November is a large radiology meeting called RSNA, and I remember her saying, well, I can get to it, but it has to be after RSNA, because she was preparing papers and abstracts and things for the meeting and so I -- so I contacted her at some point before November, and she completed the review, I imagine, December, January, you know, after -- after the -- after the meeting.
Q. I'm going to direct your attention down to

I just wanted to make the distinction between employment, which is really with the medical group; and the faculty appointment, which is the medical school -- and sorry, I mean, I know you understand this, but I just want it to be clear in how I think about the different roles that I have with the different institutions.

Q. Fair enough. Are those reports maintained by you after you generate them for each respective physician?

A. No. I don't maintain those annual reports.

Q. So you will have given a report to the physicians that will have identified any number of -- the three and four flagged potential problematic reads?

A. Mm-hmm.

Q. And they walk out the door with the list?

A. Correct. Because the QA process is that -- the QA -- the person responsible for QA in each section should be managing those cases as they come in. And they should be reviewing the case with the radiologist, who initially read the study, and then helping to adjudicate who was -- who was right and who was wrong, or whether nobody was right or whether

issue.
Q. So --
A. So reading this inappropriate would have been an orange alert, by my interpretation of this.
Q. So you received a complaint from Dr. Robinson about Dr. Tyagi, and then you circled back with Dr. Tyagi about the issue, correct?
A. (Deponent viewing exhibit.) Yes.
Q. You did not circle back with Dr. Desai about issues that anyone brought to your attention about her reads, correct?
A. Well, often -- I mean, I would CC -- Kim sent me this e-mail, specifically, and I, then, acted on it and refer it to Karin, Dr. Dill and Dr. Tyagi.
Q. Right. The -- the question was; did you ever circle back with Dr. Desai on any reads that were brought to your attention that were reads of concern to other docs?
A. I don't know, but most reads would have been -- gone to Dr. Dill. I'm not sure, to be honest, why Dr. Robinson CC'd me on this particular case.
Q. So, if Dr. Robinson had e-mailed Dr. Dill specific concerns like the ones we are seeing here in Exhibit 31 about Dr. Desai, in the ordinary course,

Dr. Dill would have circled back with Dr. Desai about them?

A. Correct.

Q. Dr. Rosen, in or about May of 2017, do you recall meeting with Dr. Charu Desai -- sorry, Charu -- Dr. Desai at the end of -- sorry.

At the end of May 2017, do you recall any -- any meeting with her?

A. Not offhand, but if you have any documentation of it...

Q. At about what time in any year would you do annual evaluations?

A. At that -- at that point, in 2017, they were usually due by the end of the summer.

Q. When did you start doing them?

A. Usually April, May.

Q. So you might have had an annual meeting with Dr. Desai in May of 2017?

A. Yeah, very -- very possible. We usually did the annual meetings May, June, July and tried to finish them up, you know, in August.

Q. Do you recall Dr. Desai informing you that, as of January 2018, she will have completed her 26th year at UMass Memorial?

A. I don't recall if I did or didn't.
Q. At this point, it's been your testimony today that numerous complaints about her work have been brought to your attention and, in fact, that you have decided to initiate a focused peer review, but you did not inform her there were concerns; isn't that correct?
A. The con -- it -- depending on the number of QA threes and fours that were reported in that year, I would, if there were -- if there were an excessive number that year, I probably would've said something to the fact that there, you know, were an excessive number and it was a bit concerning, please go back and -- and review all these cases.
Q. So, if you -- if you met with Dr. Desai in May of 2017, and there had been an excessive number of threes and fours, you would have informed her of same, correct?
MR. WAKEFIELD: Object to form.
A. I don't recall those -- exactly how many cases were involved in 2017, but that, in a normal course of talking to somebody at the annual review, would have brought that up.
Q. And I'll just draw your attention back to

Exhibit 7, Dr. Desai's annual review for FY 2016/2017.

There's no mention of an alarming number of threes and fours, correct?

A. (Deponent viewing exhibit.) Correct. But again, this is a medical school document. This is not a clinical system QA document.

Q. Right. But you might have alerted her in this document if there were concerns about her performance, and you didn't?

MR. WAKEFIELD: Object to form.

BY MS. WASHIENKO:

Q. You can answer.

A. I tried to keep the faculty issues related to the medical school on this form, as opposed to clinical QA issues on a clinical system form.

Q. But you also have no memory of having informed her at that meeting that there were a number of QA three and four reads?

A. No.

Q. That she should review?

A. No.

MS. WASHIENKO: I'm looking at my watch, Dr. Rosen. It appears to be five o'clock, 5:01 on the nose, and so I suggest that we wrap up for the day.

UNITED STATES DISTRICT
DISTRICT OF MASSACHUSETTS
Civil Action No. 4:19-cv-10520-DHH
* * * * * * * * * * * * * * * * * * * *
CHARU DESAI,
Plaintiff,
vs.

UMASS MEMORIAL MEDICAL CENTER,
INC., ET AL.,
Defendants.
* * * * * * * * * * * * * * * * * * * *

VOLUME II
CONTINUED DEPOSITION OF: MAX P. ROSEN, M.D.
Conducted Remotely
1800 West Park Drive, Suite 400
Westborough, Massachusetts
Tuesday, June 1, 2021 10:09 a.m.

think we're actually now appropriately looking at Exhibit 6 with my apologies. No. Wait. I lied. 2016, 2017. Exhibit 7.

Okay. Can we go off the record for a sec?

MR. WAKEFIELD: Sure.

(Recess, 10:14 a.m. - 10:19 a.m.)

BY MS. WASHIENKO:

Q. Dr. Rosen, we left off your -- the first day of your deposition looking at Exhibit 7 which was Dr. Desai's faculty annual performance review from July 1, 2016, to June 30th, 2017. Do you see that?

A. Yes.

Q. We were discussing the fact that this annual review did not indicate that there were a number of significant misreads that Dr. Desai made in the academic year, and you testified that you tried to keep faculty issues related to the medical school on this form and have clinical issues on a different system form. Do you recall that?

A. Yes.

Q. I would like now -- if I can get it to work -- to introduce a document that's been marked as Exhibit 32, and for the record, it's UMM-02767.

Dr. Rosen, I'd ask you to take a look at it.
A. The highest number -- oh, sorry.
Q. Has it showed up?
A. Yes.
Q. Do you recognize this document, Dr. Rosen?
A. Yes.
Q. It is a Medical Staff Review and Action Form Reappointment for Dr. Desai, correct?
A. Yes.
Q. And, at the bottom of the document, that's your signature, is that correct?
A. Correct.
Q. And is the date on that 5/8/13?
A. Correct.
Q. Is this the clinical system form that you referred to at the end of Day 1 of your deposition?
A. It's a recredentialing form for the clinical system and there -- depending on the form, sometimes there are other -- other parts to it, but this is a clinical system form for reappointment.
Q. And you would agree with me that at least -- you would agree with me for at least 21 --

THE REPORTER: You're echoing.
MR. WAKEFIELD: Rob, did you just join? I think you might be causing some audio interference. All right.
MS. WASHIENKO: I'll try again, and we'll see if it works.
MR. WAKEFIELD: Sorry about that.
MS. WASHIENKO: All right.
BY MS. WASHIENKO:
Q. So, looking at Exhibit 32, Dr. Rosen, would you agree with me, then, for 2013 you in the section called "Department Chair" checked off the box that reappointment and clinical privileges are recommended without conditions for Dr. Desai?
A. Yes.
Q. With luck now, I have distributed to everyone a document that's been marked as Exhibit 33. For the record, that is UMM-03261. Did I manage to get it to everyone?
A. Yes.
MR. WAKEFIELD: Yes.
Q. Dr. Rosen, is that your signature on the bottom of the page?
A. Yes.

Q. And this also appears to be dated 5/8/13, correct?
A. Correct.
Q. And -- and this -- well, let me ask: Is this another part of the reappointment appraisal that we looked at at Exhibit 32?
A. Yes.
Q. And on this document it indicates that Dr. Charu Desai is -- one, two, three, four, five, six, seven, eight, nine -- is given by you excellent marks in the nine categories identified for your evaluation, correct?
A. Correct.
Q. And that includes provision of patient care which is Box No. 1, correct?
A. Correct.
Q. And medical and clinical knowledge which is Box No. 2?
A. Correct.
Q. And then down at No. 3 toward the bottom of the page, you have checked, "I recommend the applicant for reappointment to the Medical Staff and for renewable" -- "renewal of clinical privileges with no conditions," correct?

A. Correct.
Q. So, at least as of 2013, you have memorialized that there have been no issues with Dr. Desai's performance, correct?
A. Correct.
Q. I've now, with luck, distributed a document that's been marked Exhibit 34, and I'd ask you to take a look at it, Dr. Rosen.
A. Okay.
Q. Do you recognize this document, Dr. Rosen?
A. Yes.
Q. Can you tell us what it is.
A. It's the UMass. Memorial Medical Center reappointment -- actually, OPPE form for Dr. Desai, which was generated on March 17th, 2015.
Q. And an OPPE is ongoing professional practice evaluation, is that correct?
A. Correct.
Q. And that was conducted in connection with the Joint Commission's review of the medical center, is that correct?
A. I'm not sure how this form relates to any Joint Commission process.

Q. Okay. This document is signed by you, correct? That's your signature?
A. Yes, it is.
Q. And it's dated June 5th, 2015, correct?
A. Correct.
Q. In the box immediately under your signature, you've checked off, "In review of this medical staff member, there are no issues which require focused review or peer review. Continuation of privileges is recommended." Do you see that?
A. Yes.
Q. And then, in the section below that, which is identified as the section called "Competencies," you have, again, checked off excellent in the nine areas of competencies set out in this chart, correct?
A. Correct.
Q. And the first listed competency is provision of patient care, correct?
A. Correct.
Q. And the second is medical and clinical knowledge, correct?
A. Correct.
Q. In -- in the first day of your deposition,

double-read.

So, for example, if I was reading a chest x-ray on Mr. Jones on June 1st and it was the X number of cases that I had read that day and there was a prior x-ray of the chest for Mr. Jones in his record, this system would automatically ask me to go back and reread the prior chest x-ray and report if I agreed or disagreed with the original interpretation.

The second way that things -- that cases can be entered into this database is, if somebody is made aware of a quality issue about an interpretation of a case, that the radiologist would then enter that case into the database.

So there is an automated identification of cases, and then there is a manual identification of cases which are entered into this database.

Q. When you look at this document, Dr. Rosen, can you tell whether any of the entries was generated automatically by the system requesting a double-read or whether it was manually entered by a radiologist who believed he or she saw a potentially significant error?

A. The only way to identify cases which were

flagged through an automated process or a manual process would be in the comments.

Q. And, looking at the comments here, can you tell me if Dr. Dill manually entered the first in the row, "Called to review cxr. Cardiomegaly, lingular subsegmental..." -- however you say that last word.

A. Atelectasis.

Q. Thank you. Can you tell if she manually entered that?

A. I would assume because Dr. Dill commented, Called to review chest x-ray, that this was a case that she manually entered.

Q. And then that would appear to be the same for the third row across?

A. I would assume so. She's -- Dr. Dill states, "Asked to review case."

Q. Right. And the fourth row as well?

A. Yes.

Q. And the fifth row, correct?

A. Yes.

Q. And the sixth?

A. On the sixth, the -- the label is obscuring some of the text, but I'm assuming it says, "Asked

MS. WASHIENKO: And, before you object, Reid, there was foundation laid for that.

Q. And your response, Dr. Rosen, was not specifically, you do not recall specifically, but as a section chief, Dr. Dill was responsible for the quality of the division, and often people will -- would ask her to reread or review studies that Dr. Desai had interpreted. How do you know that?

MR. WAKEFIELD: Object to form.

A. Could you restate the question, please.

Q. How do you know that, as section chief, Dr. Dill was responsible -- strike that.

How do you know that, as section chief, people would ask Dr. Dill to reread or review studies that Dr. Desai had interpreted?

A. Dr. Dill told me that people frequently came to her and asked her to review studies and, as we saw in a prior exhibit today, Dr. Dill had entered several of these cases into the QA database that she was requested to re-review.

Q. Do you have any idea, Dr. Rosen, how many cases were entered about other radiologists into this peer learning system?

A. Not without looking at the database.

A. No, I don't.

Q. Dr. Rosen, was Dr. Desai evaluated by a third-party entity that specializes in evaluating competencies?

A. I requested an independent reviewer to review in a blinded fashion Dr. Desai's cases compared to an equal number of cases reported by other radiologists.

Q. So the answer is you -- you engaged someone else but not the third-party entity that specializes in evaluating competencies?

MR. WAKEFIELD: Object to the form.

You can answer, if you can.

A. I did not engage the same entity that evaluated Dr. Garrell.

(Document marked as Exhibit 41 for identification)

BY MS. WASHIENKO:

Q. Okay. Dr. Rosen, I'm going to ask you to take a look at the document that, with luck, has been marked as Exhibit 41 and, with luck, that I just distributed. For the record, it's UMM-08943 to 08944.

Dr. Rosen, do you recognize this document?

Q. Who is Michele Streeter?
A. She is the -- I think the COO of the UMass. Memorial Medical Group.
Q. And -- and, in this email, you are writing to her -- the subject is Confidential - Cardiothoracic Radiology staffing, correct?
A. Correct.
Q. You in the first paragraph write to Michele, "I have found a great chest Radiologist finished a cardiothoracic fellowship at UPenn in June 2018." Can I assume that 2018 is a typo?
A. I'm sorry. Can you restate the question.
Q. Well, you wrote this email to Ms. Streeter in October of 2017, but you wrote that the great chest radiologist finished a cardiothoracic fellowship at UPenn in June 2018, which seems chronologically awkward.
A. Yeah. I think, rather than say finished, it should be finishing, I-N-G; so that he will be finishing in the future.
Q. And then, in the next paragraph, you state that you'd like to make him an offer but have not formally resolved Dr. Desai's employment plan for 9/30/2018. Do you see that?

You can answer, if you can.

A. In working on staffing and budgets, I always take into account what the overall staffing of the department is and the total number of FTEs, and often, if there is a gap in one division, I can fill that by having some people who work in multiple divisions shift the work that they do.

So there are some people who only work in one division, for example, in neuroradiology, but other people who can work in more than one division, and when I'm looking at the budgeting for the entire department, I have to think about the total number of FTEs and where people are working to best meet the needs of the department.

Q. You know, Dr. Rosen, that still does not answer the question which was about the plan that you refer to here of Dr. Desai resolving her employment by September 30th, 2018. Why did you believe that Dr. Desai planned to resolve her employ by September 30th, 2018?

A. Because Dr. Desai had been complaining to me about her work and about not wanting to take call, and if somebody is no longer taking -- if somebody switches from an employed position to a per

diem position, then they no longer are taking call, but that's also a FTE position which is then available.

Q. Right. Did you plan for her to leave by then?

A. No.

Q. Why did the word, "planned," come up in your email to Ms. Streeter?

A. It was one of the options that, if Dr. Desai had stopped her full-time employment or, in the second paragraph, if another radiologist wasn't within the department anymore, that there would be an FTE position to be able to hire somebody in chest.

There are lots of different contingencies that happen in the department.

Q. You --

A. Other contingencies are if volume increases or volume decreases.

Q. You referred a minute ago, Dr. Rosen, to the second paragraph about -- you referred to the second paragraph, and I believe you suggested, perhaps, someone else leaving the department. Where do you see that in the second paragraph?

department's budget is below -- below expectation for a period of time, that the medical group convenes another group of usually chairs to help sort out why a department is underperforming.

Q. And -- and who is Paula in the next sentence?

A. Oh. Paula Gilmartin is the CFO for the medical group.

Q. And so Michele has responded to you when you say, "Can I go ahead and make him the offer," she says, (as read) Oh, I don't think so. We need to check in with the visiting committee on that," is that correct?

A. Correct.

Q. The previous page should be Page 2 of 4 if I can count.

A. Uh-huh.

Q. At the bottom of the page, you then write back to Ms. Streeter, including Stephen Tosi, and you ask if this can be expedited. You write, "I've been looking for a fellowship trained chest radiologist for 3 years and finally found someone who wants to come to UMass." Do you see that?

A. Yes.

testimony?
A. Yes.
Q. Is that what this sentence, "I'm CC'ing Steve...," refers to?
A. Well, not specifically to Marlborough, but that any given day, you know, having 50 to a hundred chest CTs, you'd ideally like to have that be, you know, much -- a smaller number, and the way to accomplish that is to have more people reading each day.
Q. In response to your email to Michele Streeter at 12:16 p.m. on the 3rd of October, she writes back just a few minutes later at 12:20 saying, (as read) "The real impact of replacing Desai is the three months that you will have both. How much, dollar sign, is that. I am just concerned that we are starting off in a big hole." Do you see that?
A. Yes.
Q. So this says, in fact, that you would have Dr. Desai and a replacement for three months, correct?
A. Yes.
Q. That actually suggests that the

Desai would be employed in 2019 because the division would continue to have a deficit in 2019 if your plan only addresses eliminating three months of an FTE for Q4 2018, isn't that correct?

A. No, that is not correct because I have all the salaries of the per diems in chest, and I also have Dr. Ferrucci and Dr. Korgaonkar who are working as per diems; so I would eliminate the -- the per diems in chest, see what the volume was, and then eliminate Dr. Ferrucci's or cut back on Dr. Ferrucci reading chest.

He could continue reading bone, and so could Dr. Korgaonkar, and because they are both per diems they can -- I -- they're able to work as few or as many days as I need them, as long as they agree to the number of days.

Q. Dr. Rosen, I'm going to turn your attention to Page 1 of Exhibit 48. At the bottom of the page, Dr. Tosi writes to you and Ms. Streeter about October 3, 2017, at 6:18 p.m. and he writes, "Hello everyone. After reviewing all of these emails and Max's contingency plans for mitigating the three month overlap cost of the Desai payout, and factoring in the concerns about the backlog of chest

CTs, I feel that we should approve making the offer to the chest radiologist who is finishing his fellowship at UPenn. in 6/18. So, I am officially approving it. Thanks. Steve Tosi." Do you see that?

A. Yes.

Q. What does the three-month overlap cost of the Desai payout mean to you?

A. It's the three months of a fiscal year and the medical -- every fiscal year we start with an even budget; so the only issue for the finances that are relevant here is -- is the fiscal year. Let's see, if we're in -- in the fiscal year of 2018, and in fiscal year 2019, I start at a zero budget one way or another again. So this has no -- no implications for the following fiscal year whatsoever.

Q. I'm looking at the word, "payout," Dr. Rosen. Payout is different than salary continuation because an employee continues to be employed, is it not?

MR. WAKEFIELD: Object to form.

You can answer, if you can.

A. A payout can be a payment for salary.

record, it is UMM-04490.

A. Okay.

Q. Setting aside Ms. Leblanc's response to you, this is an email from you to Ms. Leblanc and cc'ing Randa Mowlood dated Tuesday, October 3rd, 2017, at 4:56 p.m. Do you see that?

A. Yes.

Q. It says -- the subject is confidential. The first line of the email says, (as read) "Dr. Desai, comma, and then it says, "Hi - do you have time to talk more about Dr. Desai. I've been thinking about how to do this and want to run some things past you. Thanks. Max." And Ms. Leblanc says, "Sure! Let me know when you are free."

In your email to Ms. Leblanc, what did you mean when you said, "I've been thinking a lot about how to do this and want to run some things past you"?

A. I'm assuming this is about the quality concerns that people have raised about Dr. Desai.

Q. Why do you assume that?

A. Because I don't know specifically what I was referring to here but am thinking about trying to have a fair and independent quality review of

Q. Did we discuss Dr. Desai's FMLA leave?
A. Yes.
Q. Going back to Exhibit 50, Dr. Ferrucci in the second sentence of his -- third sentence of his email writes, "But that you also had an obligation as chair to think about recruiting younger staff for service needs." Do you see that?
A. Yes.
Q. Why did Dr. Ferrucci write to Dr. Desai that you had an obligation as chair to think about recruiting younger staff for service needs?
A. I don't know. Those are Dr. Ferrucci's words, not mine.
Q. Did you at any point correct Dr. Ferrucci?
A. I don't remember.
Q. In the -- I think it's the next paragraph, it starts, "She fussed...." Do you see that sentence?
A. Yes.
Q. "She fussed a bit about being allowed academic days." Dr. Desai had repeatedly requested that she be given some academic days, is that correct?

going, I'm working off of a fuzzy memory. Did you tell me, Dr. Rosen, why you reached out to Dr. Litmanovich rather than the third-party independent reviewer company that you stated that you hired to review Dr. Garrell's --

A. So I -- I was not the one who hired the third-party review for Dr. Garrell.

Q. Okay.

A. And it's my -- it was my understanding that this third-party company does a much more holistic view of a physician's competence, which can, you know, take on a wide -- a wide variety of issues, and again, I had no idea who this company was. I never interacted with them. It was done through other people in -- in the medical staff in -- or the medical group.

My specific question for Dr. Desai was, is she competent to read chest CTs; so it was a very focused question that I wanted answered.

Q. And so you -- if I'm understanding your -- your testimony correctly, you wanted something more focused than the holistic approach you just described as something that the -- the third-party company undertook and you just wanted someone to

focus on is Dr. Desai competent to -- to review -- to read chest x-rays?

A. Yes. I had concerns from our internal data and wanted an external person who was completely blinded to the person they were reviewing and the reason for the review, which I felt was the most impartial, unbiased way that I knew of conducting such a review.

(Document marked as Exhibit 53 for identification)

BY MS. WASHIENKO:

Q. I'm going to turn your attention to a document that, with luck, I have distributed to all. It is Exhibit 53, and I'm going to ask you to take a look at that. For the record, this is UMM-30056 through 57.

A. Uh-huh.

Q. Dr. Rosen, on the bottom of the first page of this document, it appears that Richard Ellison has written to you and Dr. Dill on October 23rd, 2017, about chest CT report. The subject is confidential peer review, dash, chest CT report. Do you -- do you see that?

A. Correct. Yes.

Q. And the -- the body of the email says, (as read) "Karin, slash, Max. I wanted to let you know that there are two issues with a Chest CT reading done on a patient," and then there's a redacted number -- I mean a redacted symbol, "MR#," and another redaction, "and read by Dr. Hadeer Shaikhly." Do you see that?

A. Yes.

Q. Had you received other complaints about Dr. Shaikhly?

A. Not that I recall.

Q. This -- it appears from doctor -- from the email just above the email we were looking at that, on Monday, October 23rd, 2017, at 1:00 p.m., Dr. Dill wrote, "Hi Hadeer. Wanted to pass this on (below). Can you please review and assess if an addendum is needed." Do you see that?

A. Correct.

Q. So it appears from this email that Dr. Dill, in fact, reached out to at least Dr. Shaikhly about some potential issues with some of Dr. Shaikhly's readings, correct?

A. Well, a specific concern about not reporting a chest wall fluid collection on this CT.

Dr. Dill had talked with Dr. Desai about several of these issues, but I did not have those conversations with Dr. Dill prior -- with Dr. Desai prior to terminating her employment.

MS. WASHIENKO: Would you read that answer back.

THE REPORTER: "Answer: Dr. Dill had -- yeah. My understanding is Dr. Dill had talked with Dr. Desai about several of these issues, but I did not have those conversations with Dr. Dill prior -- with Dr. Desai prior to terminating her employment.

BY MS. WASHIENKO:

Q. If I understand -- if I understand that, you -- your testimony, Dr. Rosen, is that you think Dr. Dill would have spoken to Dr. Desai about these issues but you did not, is that correct?

A. Correct, that -- from all the quality complaints that went to Dr. Dill, I would have assumed that Dr. Dill had talked to -- with Dr. Desai about the issues that were being raised and the cases that Dr. Dill had entered into our QA database.

Q. So, as I'm looking at the Exhibit 55, it seems that, on December 25th, Dr. Litmanovich sent

you the summary and a spreadsheet with regard to the results of her QA review of Dr. Desai. You -- you did not inform Dr. Desai of her termination, though, until March 14th, 2018, isn't that correct?

A. I take your word for the date.

Q. What were you waiting for?

A. I don't take termination lightly, and so after Dr. Litmanovich's review, I went back and I decoded for the first time the -- the 50 reads assigning them to Dr. Desai for the other group of radiologists that comprised the other 25 and then, you know, had to make a decision about what to do, and I -- I don't take that type of decision lightly.

Q. Just circling back briefly to your point about decoding the -- the reads, Dr. Rosen, why is it that, if you selected 25 images that were Dr. Desai's to be read, you did not actually select 25 images for each of the other radiologists in the division?

A. I actually thought I was giving the benefit of the doubt to Dr. Desai because I couldn't imagine that her reads would at all rise to the level of Dr. Dill's or Dr. Schmidlin's, who were the other two thoracic radiologists.

BY MS. WASHIENKO:

Q. I am going to try to pull up a different exhibit that might be already Exhibit 57. For the record, this is UMM-04299 through 04300.

A. Okay.

Q. Directing your attention to the bottom of the first page, this is an email from Dr. Robinson to Steve Roach dated January 3rd, 2018, that -- and then just above that that -- that Dr. Brennan was cc'd on, and just above that is Dr. Brennan forwarding this email, presumably, to you because on January 8th, 2018, at 2:27 p.m., he writes, "Hi Max." Do you have memory of this email, Dr. Rosen?

A. Not specifically, but it is an email addressed to me.

Q. Okay. I just want to direct your attention to Dr. Robinson's email to -- to Mr. Roach and Darren Brennan. She writes, "Please treat this as confidential and do not forward. Issues: Quality of reads," and then she cites Drs. Tyagi, Ho, Ferrucci, Desai, and most recently Bindman. "Issues include missed findings, inaccurate description of findings, not comparing to old studies that are

reasonably available, reading as no change." Do you see that?

A. Yes.

Q. Did you happen to conduct any quality review of Dr. Tyagi?

A. As -- no continue. I'm sorry.

Q. No. No. That was oddly where my question ended.

A. Oh, okay. Actually, I discussed with Dr. Tyagi his reading chest CT's, and we decided that it was better use of his time and skills to just focus on abdominal and pelvic imaging which is what his fellowship training was in.

Q. What about with Dr. Ho?

A. First, actually, his name is Ho Lou, but he's the head of our ED radiology group, and I have no issues with his functioning as an ED radiologist.

Q. What about with Dr. Ferrucci?

A. Again, I have no issues with Dr. Ferrucci functioning in his ability to read x-rays and bone films and Dr. Ferrucci does not read CTs. He focuses on the -- the images and the modalities that he is comfortable with at this stage of his career.

Q. And Dr. Bindman?
A. Yeah, again, no specific issues here, and Dr. Bindman is somebody who works in both our chest -- our chest, our community, and our breast imaging divisions, and is somebody who fills in to help balance the schedule.
Q. Dr. Brennan forwards that email to you and says that he encloses Dr. Robinson's summary of the issues as she sees them in radiology. The last line says, "Probably best to talk through these as there was an additional unfortunate language publicly used to describe the Radiologists here that I want to follow up on." Do you see that?
A. Yes.
Q. Do you recall speaking with Dr. Brennan about that?
A. I don't recall, but I expect that I did.
Q. Do you recall what the unfortunate language likely used was?
A. No, I don't.
Q. And it appears from Dr. Brennan at the top of the email that this was Dr. Robinson's publicly used language, correct?
A. Yes. That would be my interpretation.

Q. You -- you write -- in the middle underneath the word, Dr. Robinson, and before Dr. Brennan's email to you, you write, "Thanks. I've heard about this from Alice." Do you see that?
A. Yes.
Q. Who is Alice?
A. Alice Shackman who's my senior VP who oversees radiology at the medical center, not at -- at the community hospitals.
Q. Do you recall what Ms. Shackman told you?
A. No.
Q. So, just to be compulsive, you received this email, you spoke with Dr. Tyagi and he --
A. Well, I don't know when he spoke to Dr. Tyagi. At some point, Dr. Tyagi stopped reading chest CTs, but I don't know when that is.
Q. And I believe you testified that -- and I'm going to get this wrong now because I still have Dr. Ho listed in this email, and I think you just corrected me to say that it's Dr. Lo.
A. Correct.
Q. So Dr. Lo you have no issues with. Dr. Ferrucci you have no issues with, although you noted he does not read CTs anymore, and Dr. Bindman

you have no specific issues with. Did you conduct a focused review on any of them?

A. No.

(Document marked as Exhibit 58 for identification)

BY MS. WASHIENKO:

Q. I believe I have just distributed Exhibit 58. For the record it's UMM-04638. Dr. Rosen, why were you asking Randa Mowlood about Dr. Desai's RVUs for Q1?

A. I don't know specifically, but we routinely look at everybody's RVUs on a quarterly basis.

Q. Based on your academic calendar, when would Q1 have been, Dr. Rosen?

A. So I'm assuming this is Q1 of 2018, which is October 1st to December 31st of 2017.

Q. And you just testified that you routinely looked at RVUs for everyone on a quarterly basis?

A. Correct. And part -- part of the RVU evaluation is to make sure that, on one hand, people are being protective but, on the other hand, that we are not asking them to read, you know, an exorbitant amount of work and that -- whether people are within our benchmark range.

Q. Does that mean, Dr. Rosen, that in the, you know, personnel records for each of the -- for Dr. Alencar, Dr. Roychowdhury, Dr. Suran, Dr. Nicola, Dr. Garrell, Dr. Agrawal, there would be letters of termination much like the letter that you gave to Dr. Desai that is set out at Exhibit something -- Exhibit 64?

A. Sorry. I just looked at Exhibit 64. Can you go back and repeat the question.

Q. Do the personnel records of Dr. Alencar, Roychowdhury, Suran, Nicola, Garrell, and Agrawal contain termination letters like the termination letter that you gave to Dr. Desai at Exhibit 64?

A. I don't know what's specifically in their folders, but I'm assuming from what's listed here that there's not a termination letter; there's a resignation letter following a performance -- a discussion of their performance.

And, again, when I raised their performance issues with all of the other people you mentioned and told them that they could no longer be employed at the medical group, they all went out, found other jobs, and resigned.

A. What I'm --

conversation was the same; the response of the individuals was different.

Q. I'm now going to try to introduce a document that I am going to need Mr. Sweeney's assistance with because the version of it that was produced to us originally said something about BEING produced in a native file, and when I --

A. Do you mind if we take a five-minute break here?

Q. Happy to. It will give me a chance to get this up. Thank you.

MR. WAKEFIELD: Patty, do you have an idea I know we -- we overshot a little bit on an estimate, which is not uncommon, but do you have an idea of -- of how much longer we might have?

MS. WASHIENKO: I have three exhibits that -- one -- we can be off the record.

(Recess, 4:42 p.m. - 4:50 p.m.)

(Document marked as Exhibit 72 for identification)

BY MS. WASHIENKO:

Q. I have just distributed a document that has been marked as Exhibit 72. I need to represent, because I think it's not outrageously clear from the

document, that this is a document that UMass. produced.

On the very bottom line of the first page of the document, you will see that -- I don't know -- two-thirds of the way down it says, "Docs produced by UMass. Memorial 3/31/21 Production Bates No. UMM-04501."

A. I'm sorry. Which page are you on?

Q. I'm on the very, very bottom line of Page 1, it is in the tiniest imaginable font in a footer, Dr. Rosen.

MR. WAKEFIELD: Very bottom.

A. At the bottom I see, "Compensation related benefits."

MR. WAKEFIELD: Below that. It's, like, a space and it starts out "Z."

A. Oh, "Z:\F & W LLC\Clients \Active Clients\Desai."

Q. Okay Yes. So, I now represent to all that we received this document from UMass. It is a UMass. document produced by UMass. given Bates No. 04501. It was produced in an odd way; so this is the best I can do for purposes of the deposition. I'm going to direct your attention to Page 5 and 6.

Exhibit T

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
WORCESTER, MA

ANNUAL FACULTY REPORT AND EVALUATION OF PROFESSIONAL ACTIVITIES

NOTES ON PROCEDURE: *Please complete electronically.* This report is intended to document contributions as a faculty member at the University of Massachusetts Medical School and our clinical partner UMass Memorial Health Care, Inc.

I. General Information

Dates of Evaluation - From: July 1, 2009 **To:** June 30, 2010
Name: Charu Desai, MD **Date:** May 21, 2010
Department: Radiology **Division:** Thoracic Radiology
Rank: Clinical Associate Professor **Years in Present Rank:** 9
Faculty Type: Academically-salaried **FTE:** FTE- 100%
Date of UMMS Appointment: 7/15/01 **Tenure Decision Year:**
Highest Degree: MD **Degree Date:** 1973

Percentage effort in the following activities during the evaluation period (N.B. percentage effort cannot exceed 100%. Time spent on administrative service and leadership functions are to be included in the appropriate categories.):

Clinical: 92 % **Education:** 8 % **Research:** 0 %

II. Teaching

A. Teaching and development of formal courses for ***undergraduate medical*** education, including individual or group supervision.

On line teaching residents 3-4 times/wk and preview on call residents

B. Teaching and development of formal courses for ***graduate*** education, including biomedical science and nursing students, residents, etc.; individual or group supervision; CME and other presentations; mentoring faculty.

C. Briefly summarize your impression and data, if available, of student feedback regarding your formal teaching activities.

D. Describe any major changes in your teaching approach or responsibilities during the last year.

Teaching on line in chest rotation

E. Describe your major teaching activities this past year in areas other than the formal curriculum (e.g. clinical teaching, student advising and students or fellows who conducted research under your direction)?

Daily consultant to clinicians, primarly in chest diseases and general radiology in reading room

III. Research, Creative and Scholarly Activities

A. Published articles, abstracts, books, monographs, editorials, pre-reviews and reviews during evaluation period (include exact reference with full title, publisher, dates and inclusive pagination).

B. Work accepted for publication but not yet in print.

C. Current grants, contracts and clinical studies (identifying the following for each: agency, title, entire project dates, salary percentage, amount funded, and position on project).

D. Pending grants, contracts and clinical studies (identifying the following for each: agency, title, entire project dates, salary percentage, amount funded and position on project).

E. Other scholarly activities. (e.g. peer review of articles and editorships of journals and books)

IV. Professional Service

A. Departmental/divisional service (e.g. committees and candidate interviews).

B. School, campus and clinical system service (e.g. governing and standing committees such as the Admissions Committee and Quality Improvement Committee).

C. Regional, national and international committees and other service activities. (e.g. peer review of grants)

D. Professionally related service activities (e.g. community service and consulting).

V. *Clinical Inpatient and Outpatient Activities*

A. Describe clinical practice and specialized clinical skills, including by patient setting/location.

B. Patient care productivity using departmental measures (see addendum provided by Department).

C. Quality and timely completion of patient records and billing (see addendum provided by Department).

D. Other measures and outcomes (patient satisfaction, patient outcome, etc).

E. Describe efforts to improve quality and safety of patient care, including how you've identified and addressed your own needs to enhance your clinical competencies.

VI. *Leadership*

Describe what leadership responsibilities you have regarding clinical, education and research. Note accomplishments in these activities over the past year that you think have had an impact.

VII. *Diversity Efforts*

Describe efforts related to diversity that contribute to the department/institution's commitment to an inclusive environment in education, research, service, clinical, leadership activities including faculty, staff, and trainee recruitment.
(For assistance with completing this section, go to http://www.umassmed.edu/ofa/afr/diversity.aspx)

To equally treat diverse staff in education, research, service, clinical, and administration activities

VIII. *Honors and Awards*

IX. Faculty Objectives and Career Development

A. What were your stated goals and objectives for the past year? Describe your accomplishments in each of these. What do you see as your most important contribution to your department, school, and institution?

1.	Increase productivity in clinical work.
2.	Online teaching Residents and medical students.
3.	
4.	
5.	

B. State three to five goals for the next year, in priority order, in the following areas: *education; research, creative and scholarly activities; service; clinical; leadership; diversity.* One goal must be related to *diversity.* Include one or more specific measureable objectives for each goal. (For assistance with completing this section, go to http://www.umassmed.edu/ofa/afr/goals.aspx)

1.	Education - engage resident case presentation biweekly, when in chest rotation
2.	Teaching residents and medical students with more emphasis on DID of the disease
3.	In the absence of the division director, take responsibility of covering the division
4.	Attend Medical Grand Rounds participation
5.	

C. Identify your current mentoring activities: faculty and staff you mentor and those who mentor you (including those who may be from outside the University).

Rotating medical student and visiting residents

D. Describe career development activities completed during the previous year.

Attend continuing Med Ed conferences and specialty meetings

E. Describe career development plans for the next year (e.g. continuing medical education and career development courses, career development awards and other activities).

Same

X. Supervisor / Evaluator Evaluation (Assigned by Department)

A. Evaluate the faculty member's contributions to clinical care.

Adequate quality though just at the median % in terms of productivity. Overall, range of skills is only modest.

B. Evaluate the faculty member's contributions to education.

Reading room only. No formal didactic contributions.

C. Evaluate the faculty member's contributions to research and scholarly activities.

None.

D. If applicable, evaluate the faculty member's contributions to leadership.

NA

XI. Faculty's Comments

XII. Department Chair's Evaluation (if not supervisor/evaluator)

Summary weighted to correspond with effort assignment.

Stressed new emphasis on measuring multiple missions ie., clinical productivity as well science and teaching.

XIII. Signatures

Faculty Member (Signature/Date): Charles A. Dessi, M.D.

Supervisor / Evaluator (Signature/Date): _____

Department Chair (Signature/Date): [signature] 5/24/2016

Vice Provost for Faculty Affairs, (Signature/Date): _____

PLEASE RETURN TO THE OFFICE OF FACULTY AFFAIRS
UNIVERSITY CAMPUS, S2-333

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
WORCESTER, MA

ANNUAL FACULTY REVIEW

NOTES ON PROCEDURE: *Please complete electronically.* This report is intended to document contributions as a faculty member of the University of Massachusetts Medical School and UMass Memorial Health Care, Inc.

I. General Information

Dates of Evaluation - From: July 1, 2010 **To:** June 30, 2011

Name: Charu Desai, MD **Date:** July 11, 2011

Department: Radiology **Division:** Thoracic Radiology

Rank: Clinical Associate Professor **Years in Present Rank:** 10

Faculty Type: Academically-salaried **FTE:** FTE

Tenure Decision Year:

Percentage effort in the following activities during the evaluation period (To be completed by Department. Faculty member should *not* complete this section.):

Current:									
Clinical :	92 %	Education :	8 %	Research :	0 %	Other :	0 %	Other :	0 %
Proposed:									
Clinical :	92 %	Education :	8 %	Research :	0 %	Other :	0 %	Other :	0 %

II. Education

A. List teaching and development of courses for ***undergraduate medical*** education, including individual or group supervision.

Teaching medical students on line in chest rotation.

B. List teaching and development of courses for ***graduate*** education, including biomedical science and nursing students, residents and fellows in individual or group supervision, including preceptorship.

On line teaching residents 3-4 times/wk in chest rotation.

C. List any other teaching activities during the last year, including CME, or other presentations; outreach or community education.

UMI

Charu Desai, MD
Exhibit_15
10/22/2020

D. List current mentoring or advising activities, including student advising, students or fellows who conducted research under your direction, postdoctoral fellows, staff and faculty.

E. Attach any available evaluations of your educational activities or other evidence of your teaching effectiveness.

III. Research, Creative and Scholarly Activities

A. List published articles, books, monographs, editorials and reviews (include exact reference with full title, publisher, dates and inclusive pagination).

B. List works submitted for publication (indicate status: under revision, accepted).

C. List active (during reporting period) grants, contracts and clinical trials (identify: agency, title, entire project dates, salary percentage, amount funded, and position on project).

D. List pending grants, contracts and clinical trials (identify: agency, title, entire project dates, salary percentage, amount funded and position on project).

E. List invited presentations & presentations at professional meetings (include date and institution or place and name of meeting and abstract reference if appropriate).

F. List other research and scholarly activities (e.g. patents and peer review of articles and editorships).

IV. Professional Service

A. List service activities for the department and division (e.g. committees and candidate interviews).

B. List service activities for the School, campus and clinical system (e.g. governing and standing committees such as the Admissions Committee and Quality Improvement Committee).

C. List external service activities for regional, national and international committees and professional organizations (e.g. grant review panels).

D. List external service community activities that use your professional expertise.

V. Leadership

List any leadership responsibilities or positions.

VI. Clinical Service

A. Describe clinical practice and specialized clinical skills, including patient population/location.

B. Patient care productivity using departmental measures (provided by Department).

22.71 % above the 50th percentile of WRVU productivity

C. Quality and timely completion of patient records and billing (provided by Department).

N/A

D. Other measures and outcomes (patient satisfaction, patient outcomes, etc).

N/A

E. Describe efforts to improve quality and safety of patient care.

VII. Diversity Efforts

Describe efforts that contribute to the department/institution's commitment to an inclusive environment in education, research, service, clinical, leadership activities including faculty, staff, and trainee recruitment. (For assistance, see http://www.umassmed.edu/ofa/academic/afr-diversity.aspx)

To equally treat diverse staff in education, research, service, clinical, and administration activities

VIII. Honors and Awards

IX. Professional Development

List any professional development activities in which you participated.

Attended Radiology Review course given by Harvard in March, 2011.

X. Goals and Self Assessment

A. List your goals and objectives for this year: copy Section IX.B of your Annual Faculty Review for the previous year.

Education - engage resident case presentation biweekly, when in chest rotation
Teaching residents and medical students with more emphasis on DID of the disease
In the absence of the division director, take responsibility of covering the division
Attend Medical Grand Rounds participation

B. Provide a self-assessment narrative summarizing performance during this year: highlight what you consider your most significant accomplishments and indicate areas where you were not able to reach your goals.

Increased productivity in clinical work. Attended continuing Med Ed conferences.

C. State your goals for the next year, in priority order, in each of the following areas as appropriate: *education; research, creative and scholarly activities; professional service; clinical service; leadership; diversity; career development*. Include one (or more) specific measureable objective for each goal. (For assistance with completing this section, go to: http://www.umassmed.edu/ofa/academic/goals-objectives.aspx)

1.	Continue to teach residents and medical students in chest rotation
2.	Continue participation in the Radiology medical rounds.
3.	Continue helping other departmental clinicians to discuss the chest cases when needed
4.	Take responsibility of covering the division in the absence of the division director
5.	

D. Based on your career/professional development plan as noted above, what are your anticipated mentoring needs for the next year?

XI. Supervisor / Evaluator Evaluation (Assigned by Department)

A. Evaluate the faculty member's contributions to clinical care (as appropriate).

B. Evaluate the faculty member's contributions to education.

C. Evaluate the faculty member's contributions to research and scholarly activities.

D. Evaluate the faculty member's goals for the coming year.

E. Other comments (i.e. from other evaluators or other in other areas).

XII. Faculty's Comments

Thank you very much.

XIII. Department Chair's Evaluation (if not supervisor/evaluator)

Summary weighted to correspond with effort assignment.

Steady, productive, competent, seasoned, professional at all times. Delight to have her continue.

XIV. Signatures

Faculty Member (Signature/Date): Charu S. Desai, M.D. 7/14/2011

Supervisor / Evaluator
(Signature/Date):

Department Chair
(Signature/Date): 7/14/2011

PLEASE RETURN TO THE OFFICE OF FACULTY AFFAIRS
UNIVERSITY CAMPUS, S2-343

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
WORCESTER, MA

ANNUAL FACULTY REVIEW

NOTES ON PROCEDURE: *Please complete electronically.* This report is intended to document contributions as a faculty member of the University of Massachusetts Medical School and UMass Memorial Health Care, Inc.

I. General Information

Dates of Evaluation - From: July 1, 2011 **To:** June 30, 2012
Name: Charu Desai, MD **Date:** May 23, 2012
Department: Radiology **Division:**
Rank: Clinical Associate Professor **Years in Present Rank:** 11
Faculty Type: Academically-salaried **FTE:** FTE
Tenure Decision Year:

Percentage effort in the following activities during the evaluation period (To be completed by Department. Faculty member should *not* complete this section.):

Current:
Clinical: 92 % Education: 8 % Research: 0 % Other: 0 % Other: 0 %

Proposed:
Clinical: 92 % Education: 8 % Research: 0 % Other: 0 % Other: 0 %

II. Education

A. List teaching and development of courses for ***undergraduate medical*** education, including individual or group supervision.

B. List teaching and development of courses for ***graduate*** education, including biomedical science and nursing students, residents and fellows in individual or group supervision, including preceptorship.

C. List any other teaching activities during the last year, including CME, or other presentations; outreach or community education.

D. List current mentoring or advising activities, including student advising, students or fellows who conducted research under your direction, postdoctoral fellows, staff and faculty.

E. Attach any available evaluations of your educational activities or other evidence of your teaching effectiveness.

UMI

III. Research, Creative and Scholarly Activities

A. List published articles, books, monographs, editorials and reviews (include exact reference with full title, publisher, dates and inclusive pagination).

B. List works submitted for publication (indicate status: under revision, accepted).

C. List active (during reporting period) grants, contracts and clinical trials (identify: agency, title, entire project dates, salary percentage, amount funded, and position on project).

D. List pending grants, contracts and clinical trials (identify: agency, title, entire project dates, salary percentage, amount funded and position on project).

E. List invited presentations & presentations at professional meetings (include date and institution or place and name of meeting and abstract reference if appropriate).

F. List other research and scholarly activities (e.g. patents and peer review of articles and editorships).

IV. Professional Service

A. List service activities for the department and division (e.g. committees and candidate interviews).

B. List service activities for the School, campus and clinical system (e.g. governing and standing committees such as the Admissions Committee and Quality Improvement Committee).

C. List external service activities for regional, national and international committees and professional organizations (e.g. grant review panels).

D. List external service community activities that use your professional expertise.

V. *Leadership*

List any leadership responsibilities or positions.

VI. *Clinical Service*

A. Describe clinical practice and specialized clinical skills, including patient population/location.

B. Patient care productivity using departmental measures (provided by Department).

For Q1 and Q2 of fiscal year 2012 – Above 50th percentile.

C. Quality and timely completion of patient records and billing (provided by Department).

N/A

D. Other measures and outcomes (patient satisfaction, patient outcomes, etc).

N/A

E. Describe efforts to improve quality and safety of patient care.

VII. *Diversity Efforts*

Describe efforts that contribute to the department/institution's commitment to an inclusive environment in education, research, service, clinical, leadership activities including faculty, staff, and trainee recruitment. (For assistance, see http://www.umassmed.edu/ofa/academic/AFRdiversity.aspx)

VIII. *Honors and Awards*

IX. *Professional Development*

List any professional development activities in which you participated.

X. *Goals and Self Assessment*

A. List your goals and objectives for this year: copy Section IX.B of your Annual Faculty Review for the previous year.

B. Provide a self-assessment narrative summarizing performance during this year: highlight what you consider your most significant accomplishments and indicate areas where you were not able to reach your goals.

C. State your goals for the next year, in priority order, in each of the following areas as appropriate: *education; research, creative and scholarly activities; professional service; clinical service; leadership; diversity; career development*. Include one (or more) specific measureable objective for each goal. (For assistance with completing this section, go to: http://www.umassmed.edu/ofa/academic/AFRgoals.aspx)

1.
2.
3.
4.
5.

D. Based on your career/professional development plan as noted above, what are your anticipated mentoring needs for the next year?

XI. *Supervisor / Evaluator Evaluation (Assigned by Department)*

A. Evaluate the faculty member's contributions to clinical care (as appropriate).

B. Evaluate the faculty member's contributions to education.

C. Evaluate the faculty member's contributions to research and scholarly activities.

D. Evaluate the faculty member's goals for the coming year.

E. Other comments (i.e. from other evaluators or other in other areas).

XII. *Faculty's Comments*

Thank you very much.

XIII. *Department Chair's Evaluation (if not supervisor/evaluator)*

Summary weighted to correspond with effort assignment.

Good job this year in focusing on enhanced clinical work output. Otherwise, positive supportive presence in Dept at large. Continue as is!

XIV. *Signatures*

Faculty Member (Signature/Date): Chaan S Desai, M.D. 5/23/2012.

Supervisor / Evaluator (Signature/Date):

Department Chair (Signature/Date):

PLEASE RETURN TO THE OFFICE OF FACULTY AFFAIRS
UNIVERSITY CAMPUS, S2-343

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
WORCESTER, MA

FACULTY ANNUAL PERFORMANCE REVIEW

NOTES ON PROCEDURE: *Please complete electronically.* This report is intended to document contributions as a faculty member of the University of Massachusetts Medical School and UMass Memorial Health Care, Inc.

I. General Information

Dates of Evaluation - From: July 1, 2012 **To:** June 30, 2013
Name: Charu Desai, MD **Date:** June 3, 2013
Department: Radiology **Division:** Thoracic Radiology
Rank: Associate Professor **Years in Present Rank:** 12
Faculty Type: Academically-salaried **FTE:** FTE
Tenure Decision Year:

Percentage effort in the following activities during the evaluation period (To be completed by Department. Faculty member should *not* complete this section.):

Current:
Clinical: 75 % Education: 25 % Research: 0 % Other: 0 % Other: 0 %

Proposed:
Clinical: 75 % Education: 25 % Research: 0 % Other: 0 % Other: 0 %

II. Education

A. List teaching and development of courses for ***undergraduate medical*** education, including individual or group supervision.

Teaching medical students on line in chest rotation.

B. List teaching and development of courses for ***graduate*** education, including biomedical science and nursing students, residents and fellows in individual or group supervision, including preceptorship.

On line teaching residents 3 – 4 times/wk in chest rotation.
Teaching anesthesia and internal medicine residents in chest rotation.

C. List any other teaching activities during the last year, including CME, or other presentations; outreach or community education.

D. List current mentoring or advising activities, including student advising, students or fellows who conducted research under your direction, postdoctoral fellows, staff and faculty.

E. Attach any available evaluations of your educational activities or other evidence of your teaching effectiveness.

III. Research, Creative and Scholarly Activities

A. List published articles, books, monographs, editorials and reviews (include exact reference with full title, publisher, dates and inclusive pagination).

B. List works submitted for publication (indicate status: under revision, accepted).

C. List active (during reporting period) grants, contracts and clinical trials (identify: agency, title, entire project dates, salary percentage, amount funded, and position on project).

D. List pending grants, contracts and clinical trials (identify: agency, title, entire project dates, salary percentage, amount funded and position on project).

E. List invited presentations & presentations at professional meetings (include date and institution or place and name of meeting and abstract reference if appropriate).

F. List other research and scholarly activities (e.g. patents and peer review of articles and editorships).

IV. Professional Service

A. List service activities for the department and division (e.g. committees and candidate interviews).

B. List service activities for the School, campus and clinical system (e.g. governing and standing committees such as the Admissions Committee and Quality Improvement Committee).

C. List external service activities for regional, national and international committees and professional organizations (e.g. grant review panels).

D. List external service community activities that use your professional expertise.

V. *Leadership*

List any leadership responsibilities or positions.

VI. *Clinical Service*

A. Describe clinical practice and specialized clinical skills, including patient population/location.

B. Patient care productivity using departmental measures (provided by Department).

Fiscal year 2013 – At 50th percentile
(October 2012 through March 2013)

C. Quality and timely completion of patient records and billing (provided by Department).

N/A

D. Other measures and outcomes (patient satisfaction, patient outcomes, etc).

N/A

E. Describe efforts to improve quality and safety of patient care.

VII. *Diversity Efforts*

Describe efforts that contribute to the department/institution's commitment to an inclusive environment in education, research, service, clinical, leadership activities including faculty, staff, and trainee recruitment. (For assistance, see http://www.umassmed.edu/ofa/academic/AFRdiversity.aspx)

To equally treat diverse staff in education, research, service, clinical, and administration activities.

VIII. *Honors and Awards*

IX. *Professional Development*

List any professional development activities in which you participated.

V. *Leadership*

List any leadership responsibilities or positions.

VI. *Clinical Service*

A. Describe clinical practice and specialized clinical skills, including patient population/location.

B. Patient care productivity using departmental measures (provided by Department).

Fiscal year 2013 – At 50th percentile
(October 2012 through March 2013)

C. Quality and timely completion of patient records and billing (provided by Department).

N/A

D. Other measures and outcomes (patient satisfaction, patient outcomes, etc).

N/A

E. Describe efforts to improve quality and safety of patient care.

VII. *Diversity Efforts*

Describe efforts that contribute to the department/institution's commitment to an inclusive environment in education, research, service, clinical, leadership activities including faculty, staff, and trainee recruitment. (For assistance, see http://www.umassmed.edu/ofa/academic/AFRdiversity.aspx)

To equally treat diverse staff in education, research, service, clinical, and administration activities.

VIII. *Honors and Awards*

IX. *Professional Development*

List any professional development activities in which you participated.

X. *Goals and Self Assessment*

A. List your goals and objectives for this year: copy Section X.C of your Faculty Annual Performance Review for the previous year.

Education – engage resident case presentation biweekly, when in chest rotation. Teaching residents and medical students with more emphasis on D/D of the disease. In the absence of the division director, take responsibility of covering the division.

B. Provide a self-assessment narrative summarizing performance during this year: highlight what you consider your most significant accomplishments and indicate areas where you were not able to reach your goals.

Increased productivity in clinical work.

C. State your goals for the next year, in priority order, in each of the following areas as appropriate: *education; research, creative and scholarly activities; professional service; clinical service; leadership; diversity; career development*. Include one (or more) specific measureable objective for each goal. (For assistance with completing this section, go to: http://www.umassmed.edu/ofa/academic/AFRgoals.aspx)

1.	Continue to teach residents and medical students in chest rotation.
2.	Continue helping other departmental clinicians to discuss the chest cases when needed
3.	Take responsibility of covering the division in the absence of the division director.
4.	
5.	

D. Based on your career/professional development plan as noted above, what are your anticipated mentoring needs for the next year?

XI. *Supervisor / Evaluator Evaluation (Assigned by Department)*

A. Evaluate the faculty member's contributions to clinical care (as appropriate).

Fine.

B. Evaluate the faculty member's contributions to education.

Only 2 responses on resident evaluation for Dr. Desai – however, all were outstanding.

C. Evaluate the faculty member's contributions to research and scholarly activities.

N/A

D. Evaluate the faculty member's goals for the coming year.

Continue providing excellent clinical service and clinical teaching at the PACS workstation.

E. Other comments (i.e. from other evaluators or other in other areas).

XII. *Faculty's Comments*

Thank you very much.

XIII. *Department Chair's Evaluation (if not supervisor/evaluator)*

Summary weighted to correspond with effort assignment.

No issues. We discussed how improved functionality of PACS and implementation of a critical results reporting system will facilitate Dr. Desai's workflow and productivity. I have offered to consider any education or career development opportunities that Dr. Desai might be interested in. At this time Dr. Desai is content with her faculty rank as Clinical Associate Professor.

XIV. *Signatures*

Faculty Member (Signature/Date): Charu Desai, MD 6/3/13 Charu S. Desai, M.D.

Supervisor / Evaluator (Signature/Date):

Department Chair (Signature/Date): 6/3/13

PLEASE RETURN TO THE OFFICE OF FACULTY AFFAIRS
UNIVERSITY CAMPUS, S2-337

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
WORCESTER, MA

FACULTY ANNUAL PERFORMANCE REVIEW

NOTES ON PROCEDURE: *Please complete electronically.* This report is intended to document contributions as a faculty member of the University of Massachusetts Medical School and UMass Memorial Health Care, Inc.

I. General Information

Dates of Evaluation - From: July 1, 2013 **To:** June 30, 2014
Name: Charu Desai, MD **Date:** September 10, 2014
Department: Radiology **Division:** Thoracic Radiology
Rank: Clinical Associate Professor **Years in Present Rank:** 13
Faculty Type: Academically-salaried **FTE:** FTE
Tenure Decision Year:

Percentage effort in the following activities during the evaluation period (To be completed by Department. Faculty member should *not* complete this section.):

Current: (As of Academic Year 2013)
Clinical: 75 % Education: 25 % Research: 0 % Other: 0 % Other: 0 %

Proposed:
Clinical: 75 % Education: 25 % Research: 0 % Other: 0 % Other: 0 %

II. Education

A. List teaching and development of courses for ***undergraduate medical*** education, including individual or group supervision.

Teaching medical students on line in chest rotation.

B. List teaching and development of courses for ***graduate*** education, including biomedical science and nursing students, residents and fellows in individual or group supervision, including preceptorship.

On line teaching residents 3 – 4 times/wk in chest rotation.
Teaching anesthesia and internal medicine residents in chest rotation.

C. List any other teaching activities during the last year, including CME, or other presentations; outreach or community education.

D. List current mentoring or advising activities, including student advising, students or fellows who conducted research under your direction, postdoctoral fellows, staff and faculty.

E. Attach any available evaluations of your educational activities or other evidence of your teaching effectiveness.

III. Research, Creative and Scholarly Activities

A. List published articles, books, monographs, editorials and reviews (include exact reference with full title, publisher, dates and inclusive pagination).

B. List works submitted for publication (indicate status: under revision, accepted).

C. List active (during reporting period) grants, contracts and clinical trials (identify: agency, title, entire project dates, salary percentage, amount funded, and position on project).

D. List pending grants, contracts and clinical trials (identify: agency, title, entire project dates, salary percentage, amount funded and position on project).

E. List invited presentations & presentations at professional meetings (include date and institution or place and name of meeting and abstract reference if appropriate).

F. List other research and scholarly activities (e.g. patents and peer review of articles and editorships).

IV. Professional Service

A. List service activities for the department and division (e.g. committees and candidate interviews).

Quality control representative from Chest division

B. List service activities for the School, campus and clinical system (e.g. governing and standing committees such as the Admissions Committee and Quality Improvement Committee).

C. List external service activities for regional, national and international committees and professional organizations (e.g. grant review panels).

D. List external service community activities that use your professional expertise.

V. Leadership

List any leadership responsibilities or positions.

VI. Clinical Service

A. Describe clinical practice and specialized clinical skills, including patient population/location.

B. Patient care productivity using departmental measures (provided by Department).

FY13 October 2012 to September 2013 - @ or above 50th percentile.
(FY14 Data incomplete at this time)

C. Quality and timely completion of patient records and billing (provided by Department).

N/A

D. Other measures and outcomes (patient satisfaction, patient outcomes, etc).

N/A

E. Describe efforts to improve quality and safety of patient care.

VII. Diversity Efforts

Describe efforts that contribute to the department/institution's commitment to an inclusive environment in education, research, service, clinical, leadership activities including faculty, staff, and trainee recruitment. (For assistance, see http://www.umassmed.edu/ofa/academic/AFRdiversity.aspx)

To equally treat diverse staff in education, research, service, clinical, and administration activities.

VIII. Honors and Awards

IX. Professional Development

List any professional development activities in which you participated.

X. *Goals and Self Assessment*

A. List your goals and objectives for this year: copy Section X.C of your Faculty Annual Performance Review for the previous year.

Education – engage resident case presentation biweekly, when in chest rotation. Teaching residents and medical students with more emphasis on D/D of the disease. In the absence of the division direction, take responsibility of covering the division.

B. Provide a self-assessment narrative summarizing performance during this year: highlight what you consider your most significant accomplishments and indicate areas where you were not able to reach your goals.

Increased productivity in clinical work.

C. State your goals for the next year, in priority order, in each of the following areas as appropriate: *education; research, creative and scholarly activities; professional service; clinical service; leadership; diversity; career development.* Include one (or more) specific measureable objective for each goal. (For assistance with completing this section, go to: http://www.umassmed.edu/ofa/academic/AFRgoals.aspx)

1. Continue to teach residents and medical students in chest rotation.
2. Continue helping other departmental clinicians to discuss the chest cases when needed.
3. Take responsibility of covering the division in the absence of the division director.
4.
5.

D. Based on your career/professional development plan as noted above, what are your anticipated mentoring needs for the next year?

XI. *Supervisor / Evaluator Evaluation (Assigned by Department)*

A. Evaluate the faculty member's contributions to clinical care (as appropriate).

B. Evaluate the faculty member's contributions to education.

C. Evaluate the faculty member's contributions to research and scholarly activities.

D. Evaluate the faculty member's goals for the coming year.

E. Other comments (i.e. from other evaluators or other in other areas).

XII. *Faculty's Comments*

Thanks.

XIII. *Department Chair's Evaluation (if not supervisor/evaluator)*

Summary weighted to correspond with effort assignment.

Dr. Desai and I discussed options for academic time. Unfortunately, the Department's policy has been in place for at least two years, and cannot be modified on an individual basis. I appreciate the clinical efforts of Dr. Desai as well as her contribution to resident teaching at the PACS station.

XIV. *Signatures*

Faculty Member (Signature/Date): Chirag S. Desai, M.D. 9/10/2014.

Supervisor / Evaluator (Signature/Date):

Department Chair (Signature/Date): 9/10/14

PLEASE RETURN TO THE OFFICE OF FACULTY AFFAIRS
UNIVERSITY CAMPUS, S2-337

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
WORCESTER, MA

FACULTY ANNUAL PERFORMANCE REVIEW

A Guide to the APR is available online: http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/guide.

I. General Information

Dates of Evaluation - From: July 1, 2014 **To:** June 30, 2015
Name: Charu Desai, MD **Date:** June 25, 2015
Department: Radiology **Division:** Thoracic Radiology
Rank: Clinical Associate Professor **Years in Present Rank:** 13.58
Faculty Type: Academically-salaried **FTE:** 1.00
Tenure Decision Year:

Percentage effort in the following activities during the evaluation period (To be completed by Department. Faculty member should *not* complete this section.):

Current:
Clinical: 75 % Education: 25 % Research: % Other: % Other: %

Proposed:
Clinical: 75 % Education: 25 % Research: % Other: % Other: %

II. Education and Mentoring

A. List teaching and development of courses for ***undergraduate medical*** education, including individual or group supervision. Identify any that are inter-professional.

Teaching medical students on line in chest rotation.

B. List teaching and development of courses for ***graduate*** education, including biomedical science and nursing students, residents and fellows in individual or group supervision, including preceptorship. Identify any that are inter-professional.

On line teaching residents 3 – 4 times/wk in chest rotation.
Teaching anesthesia and internal medicine residents in chest rotation.

C. List any other teaching activities during the reporting period, including CME, or other presentations; outreach or community education. Identify any which are inter-professional.

D. List individuals (student, residents, postdoctoral trainees, faculty) whom you have directly advised or mentored during the reporting period. Include the names, program, your role, their current position and any outcomes achieved.

E. Attach any available evaluations of your educational activities or other evidence of your teaching effectiveness.

III. Research, Creative and Scholarly Activities

A. List articles, books, monographs, editorials and reviews published during the reporting period (include complete reference with full title, all authors and inclusive pagination).

B. List works submitted for publication during the reporting period (indicate status: under revision, accepted).

C. List active (during reporting period) grants, contracts and clinical trials. Include grant title, funding agency and grant number; total, direct & indirect costs; and complete funding dates. State your role, identify the PI if not you, and your percent effort.

D. List pending grants, contracts and clinical trials submitted during the reporting period. Include grant title, funding agency and grant number; total, direct & indirect costs; and complete funding period. State your role, identify the PI if not you, and your percent effort.

E. List invited presentations & presentations at professional meetings (include title, date and institution or place and name of meeting and abstract reference if appropriate).

F. List other research and scholarly activities (e.g. patents, peer review of articles or editorships).

IV. Professional Service

A. List service activities for the department and division (e.g. committees and candidate interviews).

Quality control representative from Chest division

B. List service activities for the School, campus and clinical system (e.g. governing and standing committees such as the Admissions Committee and Quality Improvement Committee).

C. List external service activities for regional, national and international committees and professional organizations (e.g. grant review panels). Note your role including any leadership positions.

D. List external community service activities that use your professional expertise.

V. *Leadership*

List leadership responsibilities or positions.

VI. *Clinical Service*

A. Describe clinical practice and specialized clinical skills, including patient population/location.

B. Patient care productivity using departmental measures (provided by Department).

FY15 – October 2014 to May 2015 – 50th percentile

C. Quality and timely completion of patient records and billing (provided by Department).

N/A

D. Other measures and outcomes (patient satisfaction, patient outcomes, etc).

N/A

E. Describe efforts to improve quality and safety of patient care.

VII. *Honors and Awards*

VIII. *Diversity Efforts*

Describe efforts that contribute to the department/institution's commitment to an inclusive environment in education, research, service, clinical, leadership activities including faculty, staff, and trainee recruitment. For assistance, see http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/diversity/

To equally treat diverse staff in education, research, service, clinical, and administration activities.

IX. *Professional Development*

List any activities (course, programs, workshops etc.) in which you participated to enhance your professional development.

X. *Goals and Self Assessment*

A. List your goals and objectives for this year; copy Section X.C of your Faculty Annual Performance Review for the previous year.

Education – engage resident case presentation biweekly, when in chest rotation. Teaching residents and medical students with more emphasis on D/D of the disease. In the absence of the division direction, take responsibility of covering the division.

B. Provide a self-assessment narrative summarizing performance during this year: highlight what you consider your most significant accomplishments and indicate areas where you were not able to reach your goals.

Increased productivity in clinical work.

C. State your goals for the next year, in priority order, in each of the following areas as appropriate: *education; research, creative and scholarly activities; professional service; clinical service; leadership; diversity; career development*. Include one (or more) specific measureable objective for each goal. For assistance with completing this section, go to: http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/goals/

1. Continue to teach residents and medical students in chest rotation.
2. Continue helping other departmental clinicians to discuss the chest cases when needed.
3. Take responsibility of covering the division in the absence of the division director.
4.
5.

D. Based upon your goals as noted above, what are your anticipated mentoring needs for the next year? Do you need assistance to identify mentors?

XI. *Supervisor / Evaluator Evaluation (Assigned by Department)*

A. Evaluate the faculty member's contributions to clinical care (as appropriate).

B. Evaluate the faculty member's contributions to education.

C. Evaluate the faculty member's contributions to research and scholarly activities.

D. Evaluate the faculty member's goals and mentoring needs for the coming year.

E. Other comments (i.e. from other evaluators or other in other areas).

XII. *Faculty's Comments*

Thank you very much. I value your feedback.

XIII. *Department Chair's Evaluation (if not supervisor/evaluator)*

Summary weighted to correspond with effort assignment.

Dr. Desai and I discussed the overall staffing/functioning of the Thoracic imaging division and growth planned with the arrival of Dr. Dill as the new division chief. As always I appreciate her commitment to the department and teaching our residents.

XIV. *Signatures*

Faculty Member (Signature/Date): Charu S. Desai, M.D.

Supervisor / Evaluator (Signature/Date): _____

Department Chair (Signature/Date): 9/24/2015

PLEASE RETURN TO THE OFFICE OF FACULTY AFFAIRS

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
WORCESTER, MA

FACULTY ANNUAL PERFORMANCE REVIEW

A Guide to the APR is available online: http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/guide.

I. General Information

Dates of Evaluation - From: July 1, 2015 **To:** June 30, 2016
Name: Charu Desai, MD **Date:** June 23, 2016
Department: Radiology **Division:** Thoracic Radiology
Rank: Clinical Associate Professor **Years in Present Rank:** 14.5
Faculty Type: Academically-salaried **FTE:** 1.00
Tenure Decision Year:

Percentage effort in the following activities during the evaluation period (To be completed by Department. Faculty member should *not* complete this section.):

Current:
Clinical: 75 % Education: 25 % Research: % Other: % Other: %

Proposed:
Clinical: 75 % Education: 25 % Research: % Other: % Other: %

II. Education and Mentoring

A. List teaching and development of courses for ***undergraduate medical*** education, including individual or group supervision. Identify any that are inter-professional.

Teaching medical students on line in chest rotation.

B. List teaching and development of courses for ***graduate*** education, including biomedical science and nursing students, residents and fellows in individual or group supervision, including preceptorship. Identify any that are inter-professional.

On line teaching residents 3 – 4 times/wk in chest rotation.
Teaching anesthesia and internal medicine residents in chest rotation.

C. List any other teaching activities during the reporting period, including CME, or other presentations; outreach or community education. Identify any which are inter-professional.

D. List individuals (student, residents, postdoctoral trainees, faculty) whom you have directly advised or mentored during the reporting period. Include the names, program, your role, their current position and any outcomes achieved.

E. Attach any available evaluations of your educational activities or other evidence of your teaching effectiveness.

III. Research, Creative and Scholarly Activities

A. List articles, books, monographs, editorials and reviews published during the reporting period (include complete reference with full title, all authors and inclusive pagination).

B. List works submitted for publication during the reporting period (indicate status: under revision, accepted).

C. List active (during reporting period) grants, contracts and clinical trials. Include grant title, funding agency and grant number; total, direct & indirect costs; and complete funding dates. State your role, identify the PI if not you, and your percent effort.

D. List pending grants, contracts and clinical trials submitted during the reporting period. Include grant title, funding agency and grant number; total, direct & indirect costs; and complete funding period. State your role, identify the PI if not you, and your percent effort.

E. List invited presentations & presentations at professional meetings (include title, date and institution or place and name of meeting and abstract reference if appropriate).

F. List other research and scholarly activities (e.g. patents, peer review of articles or editorships).

IV. Professional Service

A. List service activities for the department and division (e.g. committees and candidate interviews).

Quality control representative from Chest division

B. List service activities for the School, campus and clinical system (e.g. governing and standing committees such as the Admissions Committee and Quality Improvement Committee).

C. List external service activities for regional, national and international committees and professional organizations (e.g. grant review panels). Note your role including any leadership positions.

D. List external community service activities that use your professional expertise.

V. *Leadership*

List leadership responsibilities or positions.

VI. *Clinical Service*

A. Describe clinical practice and specialized clinical skills, including patient population/location.

B. Patient care productivity using departmental measures (provided by Department).

FY15 – October 2014 to September 2015 – Actual RVU's – 5,071
FY16 – October 1, 2015 to January 31, 2016 – Actual RVU's – 1,515

C. Quality and timely completion of patient records and billing (provided by Department).

N/A

D. Other measures and outcomes (patient satisfaction, patient outcomes, etc).

N/A

E. Describe efforts to improve quality and safety of patient care.

VII. *Honors and Awards*

VIII. *Diversity Efforts*

Describe efforts that contribute to the department/institution's commitment to an inclusive environment in education, research, service, clinical, leadership activities including faculty, staff, and trainee recruitment. For assistance, see http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/diversity/

To equally treat diverse staff in education, research, service, clinical, and administration activities.

IX. *Professional Development*

List any activities (course, programs, workshops etc.) in which you participated to enhance your professional development.

X. *Goals and Self Assessment*

A. List your goals and objectives for this year: copy Section X.C of your Faculty Annual Performance Review for the previous year.

Education – engage resident case presentation biweekly, when in chest rotation.
Teaching residents and medical students with more emphasis on D/D of the disease.

In the absence of the division direction, take responsibility of covering the division.

B. Provide a self-assessment narrative summarizing performance during this year: highlight what you consider your most significant accomplishments and indicate areas where you were not able to reach your goals.

Increased productivity in clinical work.

C. State your goals for the next year, in priority order, in each of the following areas as appropriate: *education; research, creative and scholarly activities; professional service; clinical service; leadership; diversity; career development*. Include one (or more) specific measureable objective for each goal. For assistance with completing this section, go to: http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/goals/

1. Continue to teach residents and medical students in chest rotation.
2. Continue helping other departmental clinicians to discuss the chest cases when needed.
3. Take responsibility of covering the division in the absence of the division director.
4.
5.

D. Based upon your goals as noted above, what are your anticipated mentoring needs for the next year? Do you need assistance to identify mentors?

XI. *Supervisor / Evaluator Evaluation (Assigned by Department)*

A. Evaluate the faculty member's contributions to clinical care (as appropriate).

B. Evaluate the faculty member's contributions to education.

C. Evaluate the faculty member's contributions to research and scholarly activities.

D. Evaluate the faculty member's goals and mentoring needs for the coming year.

E. Other comments (i.e. from other evaluators or other in other areas).

XII. *Faculty's Comments*

Thanks.

XIII. *Department Chair's Evaluation (if not supervisor/evaluator)*

Summary weighted to correspond with effort assignment.

Dr. Desai has contributed to the chest section through her clinical work interpreting chest x-rays and chest CT and teaching residents at the PACS station.

XIV. *Signatures*

Faculty Member (Signature/Date): Charu S .Desai,M.D. 8/22/2016 Charu S. Desai 9/9/2016

Supervisor / Evaluator (Signature/Date):

Department Chair (Signature/Date): 9/28/2016

PLEASE RETURN TO THE OFFICE OF FACULTY AFFAIRS

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
WORCESTER, MA

FACULTY ANNUAL PERFORMANCE REVIEW

A Guide to the APR is available online: http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/guide.

I. General Information

Dates of Evaluation - July 1, 2016 **To:** June 30, 2017
Name: Charu Desai, MD **Date:** June 22, 2017
Department: Radiology **Division:** Thoracic Radiology
Rank: Clinical Associate Professor **Years in Present** 15.5
Faculty Type: Academically-salaried **FTE:** 1.00
Tenure Decision

Percentage effort in the following activities during the evaluation period (To be completed by Department. Faculty member should *not* complete this section.):

Current:
Clinical: 75 % Education: 25 % Research: % Other: % Other: %

Proposed:
Clinical: 75 % Education: 25 % Research: % Other: % Other: %

II. Education and Mentoring

A. List teaching and development of courses for ***undergraduate medical*** education, including individual or group supervision. Identify any that are inter-professional.

Teaching medical students on line in chest rotation.

B. List teaching and development of courses for ***graduate*** education, including biomedical science and nursing students, residents and fellows in individual or group supervision, including preceptorship. Identify any that are inter-professional.

On line teaching residents 3 – 4 times/wk in chest rotation.
Teaching anesthesia and internal medicine residents in chest rotation.

C. List any other teaching activities during the reporting period, including CME, or other presentations; outreach or community education. Identify any which are inter-professional.

D. List individuals (student, residents, postdoctoral trainees, faculty) whom you have directly advised or mentored during the reporting period. Include the names, program, your role, their current position and any outcomes achieved.

E. Attach any available evaluations of your educational activities or other evidence of your teaching effectiveness.

III. Research, Creative and Scholarly Activities

A. List articles, books, monographs, editorials and reviews published during the reporting period (include complete reference with full title, all authors and inclusive pagination).

B. List works submitted for publication during the reporting period (indicate status: under revision, accepted).

C. List active (during reporting period) grants, contracts and clinical trials. Include grant title, funding agency and grant number; total, direct & indirect costs; and complete funding dates. State your role, identify the PI if not you, and your percent effort.

D. List pending grants, contracts and clinical trials submitted during the reporting period. Include grant title, funding agency and grant number; total, direct & indirect costs; and complete funding period. State your role, identify the PI if not you, and your percent effort.

E. List invited presentations & presentations at professional meetings (include title, date and institution or place and name of meeting and abstract reference if appropriate).

F. List other research and scholarly activities (e.g. patents, peer review of articles or editorships).

IV. Professional Service

A. List service activities for the department and division (e.g. committees and candidate interviews).

B. List service activities for the School, campus and clinical system (e.g. governing and standing committees such as the Admissions Committee and Quality Improvement Committee).

C. List external service activities for regional, national and international committees and professional organizations (e.g. grant review panels). Note your role including any leadership positions.

D. List external community service activities that use your professional expertise.

V. *Leadership*

List leadership responsibilities or positions.

VI. *Clinical Service*

A. Describe clinical practice and specialized clinical skills, including patient population/location.

B. Patient care productivity using departmental measures (provided by Department).

FY16 – October 2015 to September 2016 – Actual RVU's – 4,669
FY17 – October 1, 2016 to January 31, 2017 – Actual RVU's – 1,336

C. Quality and timely completion of patient records and billing (provided by Department).

N/A

D. Other measures and outcomes (patient satisfaction, patient outcomes, etc).

N/A

E. Describe efforts to improve quality and safety of patient care.

VII. *Honors and Awards*

Teacher of the Year Award 2017 given by the Residents

Describe efforts that contribute to the department/institution's commitment to an inclusive environment in education, research, service, clinical, leadership activities including faculty, staff, and trainee recruitment. For assistance, see http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/diversity/

To equally treat diverse staff in education, research, service, clinical, and administration activities

IX. *Professional Development*

List any activities (course, programs, workshops etc.) in which you participated to enhance your professional development.

X. *Goals and Self Assessment*

A. List your goals and objectives for this year: copy Section X.C of your Faculty Annual Performance Review for the previous year.

Education – engage resident case presentation biweekly, when in chest rotation.
Teaching residents and medical students with more emphasis on D/D of the disease.

In the absence of the division direction, take responsibility of covering the division.

B. Provide a self-assessment narrative summarizing performance during this year: highlight what you consider your most significant accomplishments and indicate areas where you were not able to reach your goals.

Increased productivity in clinical work.

C. State your goals for the next year, in priority order, in each of the following areas as appropriate: *education; research, creative and scholarly activities; professional service; clinical service; leadership; diversity; career development.* Include one (or more) specific measureable objective for each goal. For assistance with completing this section, go to: http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/goals/

1.	Continue to teach residents and medical students in chest rotation.
2.	Continue helping other departmental clinicians to discuss the chest cases when needed
3.	Take responsibility of covering the division in the absence of the division director.
4.	
5.	

D. Based upon your goals as noted above, what are your anticipated mentoring needs for the next year? Do you need assistance to identify mentors?

XI. *Supervisor / Evaluator Evaluation (Assigned by Department)*

A. Evaluate the faculty member's contributions to clinical care (as appropriate).

B. Evaluate the faculty member's contributions to education.

C. Evaluate the faculty member's contributions to research and scholarly activities.

D. Evaluate the faculty member's goals and mentoring needs for the coming year.

E. Other comments (i.e. from other evaluators or other in other areas).

XII. *Faculty's Comments*

Thanks.

XIII. *Department Chair's Evaluation (if not supervisor/evaluator)*

Summary weighted to correspond with effort assignment.

Dr. Desai and I discussed her recognition by this year's graduating Residents as their "teacher of the year". We also discussed several of her concerns about allocation of academic time, call responsibilities, etc. These had all previously been discussed with Dr. Desai and representatives from the HR department.

XIV. *Signatures*

Faculty Member (Signature/Date): Chaan S. Desai, M.D. 9/11/2017

Supervisor / Evaluator (Signature/Date):

Department Chair (Signature/Date): 9/20/2017

PLEASE RETURN TO THE OFFICE OF FACULTY AFFAIRS

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
WORCESTER, MA

FACULTY ANNUAL PERFORMANCE REVIEW

A Guide to the APR is available online: https://www.umassmed.edu/ofa/academic/faculty-reviews/apr.

I. General Information

Dates of Evaluation - From: July 1, 2017 **To:** June 30, 2018
Name: Charu Desai, MD **Date:** May 10, 2018
Department: Radiology **Division:** Thoracic Radiology
Rank: Associate Professor **Years in Present Rank:** 16.6
Faculty Type: UMMHC Employed **FTE:** 1.00
Tenure Decision Year:

Percentage effort in the following activities during the evaluation period (To be completed by Department. Faculty member should *not* complete this section.):

Current:
Clinical: 75 % Education: 25 % Research: % Other: % Other: %

Proposed:
Clinical: 75 % Education: 25 % Research: % Other: % Other: %

II. Education and Mentoring

A. List teaching and development of courses for ***undergraduate medical*** education, including individual or group supervision. Identify any that are inter-professional.

Teaching medical students on line in chest rotation.

B. List teaching and development of courses for ***graduate*** education, including biomedical science and nursing students, residents and fellows in individual or group supervision, including preceptorship. Identify any that are inter-professional.

On line teaching residents 3 – 4 times/wk in chest rotation.
Teaching anesthesia and internal medicine residents in chest rotation.

C. List any other teaching activities during the reporting period, including CME, or other presentations; outreach or community education. Identify any which are inter-professional.

D. List individuals (student, residents, postdoctoral trainees, faculty) whom you have directly advised or mentored during the reporting period. Include the names, program, your role, their current position and any outcomes achieved.

E. Attach any available evaluations of your educational activities or other evidence of your teaching effectiveness.

III. Investigation

A. List active (during reporting period) grants, contracts and clinical trials. Include grant title, funding agency and grant number; total, direct & indirect costs; and complete funding dates. State your role, identify the PI if not you, and your percent effort.

B. List pending grants, contracts and clinical trials submitted during the reporting period. Include grant title, funding agency and grant number; total, direct & indirect costs; and complete funding period. State your role, identify the PI if not you, and your percent effort.

C. List other research activities (e.g. patents, development of software).

IV. Scholarship

A. List articles, books, monographs, editorials and reviews published during the reporting period (include complete reference with full title, all authors and inclusive pagination).

B. List works submitted for publication during the reporting period (indicate status: under revision, accepted).

C. List invited presentations & presentations at professional meetings (include title, date and institution or place and name of meeting and abstract reference if appropriate).

V. Academic Service

A. List service activities for the department and division (e.g. committees and candidate interviews).

B. List service activities for the School, campus and clinical system (e.g. governing and standing committees such as the Admissions Committee and Quality Improvement Committee).

Quality Improvement Committee

C. List external service activities for regional, national and international committees and professional organizations (e.g. grant review panels). Note your role including any leadership positions.

D. List editorial and peer review responsibilities.

E. List external community service activities that use your professional expertise.

VI. Leadership

List leadership responsibilities or positions.

VII. Health Care Delivery

A. Describe expertise in a clinical specialty and roles and responsibilities in health care delivery, including patient population/location. Describe any innovations in health care delivery, such as a clinical program, diagnostic test, or intervention, with documented outcomes.

B. Patient care productivity using departmental measures (provided by Department).

FY17-October 1, 2016-September 30, 2017 - Actual RVU's 4,491
FY18-October 1, 2017-January 31, 2018 – Actual RVU's 1,297

C. Quality and timely completion of patient records and billing (provided by Department).

N/A

D. Other measures and outcomes (patient satisfaction, patient outcomes, etc).

N/A

E. Describe efforts to improve quality, safety, and/or efficacy of patient care, including the outcomes of these efforts.

VIII. Honors and Awards

Teacher of the Year Award 2017 given by the Residents

IX. Diversity Efforts

Describe efforts that contribute to the department/institution's commitment to an inclusive environment in education, research, service, clinical, leadership activities including faculty, staff, and trainee recruitment. For assistance, see http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/diversity

To equally treat diverse staff in education, research, service, clinical, and administration activities

X. *Professional Development*

List any activities (course, programs, workshops etc.) in which you participated to enhance your professional development.

XI. *Goals and Self Assessment*

A. Define your primary Area of Distinction. Your primary Area is where you devote most effort and/or have the greatest achievements (see here for information on the Areas of Distinction).

Health Care Delivery: [X] Education: [X] Investigation: [ ] Population Health and Public Policy: [ ]

Use the box below for *optional* comments (e.g., if you have more than one Area of Distinction)

B. List your goals and objectives for this year: copy Section X.C of your Faculty Annual Performance Review for the previous year.

Education – engage resident case presentation biweekly, when in chest rotation.
Teaching residents and medical students with more emphasis on D/D of the disease.
In the absence of the division direction, take responsibility of covering the division.

C. Provide a self-assessment narrative summarizing performance during this year: highlight what you consider your most significant accomplishments and indicate areas where you were not able to reach your goals.

Increased productivity in clinical work.

D. State your goals for the next year, in priority order, in each of the following areas as appropriate: *education; research, creative and scholarly activities; professional service; clinical service; leadership; diversity; career development.* Include one (or more) specific measureable objective for each goal. For assistance with completing this section, go to: http://www.umassmed.edu/ofa/academic/faculty-reviews/apr/goals

1.	Continue to teach residents and medical students in chest rotation.
2.	Continue helping other departmental clinicians to discuss the chest cases when needed.
3.	Take responsibility of covering the division in the absence of the division director
4.	
5.	

E. Based upon your goals as noted above, what are your anticipated mentoring needs for the next year? Do you need assistance to identify mentors?

XII. Supervisor / Evaluator Evaluation (Assigned by Department)

A. Evaluate the faculty member's contributions to clinical care (as appropriate).

B. Evaluate the faculty member's contributions to education.

C. Evaluate the faculty member's contributions to research and scholarly activities.

D. Evaluate the faculty member's goals and mentoring needs for the coming year.

E. Other comments (i.e. from other evaluators or other in other areas).

F. Rate the faculty member's performance:

- ☐ Satisfactory
- ☐ Unsatisfactory

A rating of unsatisfactory performance must be supported by documentation in the APR and is based on one or more of the following (*check which apply*):

- ☐ Failure to meet previously set goals
- ☐ Failure to perform assigned duties or responsibilities
- ☐ Repeated failure by the Faculty Member to respond to direction from the supervisor
- ☐ Material violations of the employer's, Department's and/or other applicable and published policies, procedures, or codes of conduct

Supervisor / Evaluator (Signature/Date): _____

XIII. *Faculty Member's Comments (optional)*

Your comment on my reliance on residents for interpretation on vascular study warrants further explanation. As per your instruction as of March, 2018, I am only to read plain chest x-rays. Which is why I do not involve myself in interpreting other study.

Also, to clarify, I have never read MRI study.

Faculty Member (Signature/Date): Charles Desai, M.D. 9/11/2018

XIV. *Department Chair's Evaluation (if not supervisor/evaluator)*

Summary weighted to correspond with effort assignment.

Dr. Desai and I met today (8/22/18), and I asked (and Dr. Desai agreed) that Ms. Randa Mowlood – our group practice administrator join us. We reviewed this faculty performance review form, and I clarified that Dr. Desai's comment in section XI B *"In the absence of the division direction, take responsibility of covering the division"* referred to times when she was the only chest attending in the reading room NOT that the division lacked a division chief. I also reviewed the resident's evaluations and gave Dr. Desai a copy. I discussed, but did not distribute, the one written resident comment which raised concerns about Dr. Desai's apparent reliance on the residents for interpretation of vascular studies. This should no longer be an issue, as Dr. Desai is focusing her efforts of x-rays (rather than CT or MRI).

Department Chair (Signature/Date): Mark Paul 9/28/18

PLEASE RETURN TO THE OFFICE OF FACULTY AFFAIRS

TO CLARIFY -
THIS EVALUATION PERIOD COVERS 7/1/17 → 6/30/18 DURING 9 months OF THIS PERIOD DR. DESAI WAS READING CHEST CT.

MPP 9/28/18

Exhibit U

Revised October 2015

CALL AND/OR WEEKEND/HOLIDAY COVERAGE POLICY

PRINCIPLES

1. Call and/or Weekend/ Holiday Coverage is Division based.

2. The frequency of call and/or Weekend/Holiday duties will be maintained at approximately 1/5 or roughly 10 to 11 weeks or weekends per year. Minor adjustments may be necessary from time to time for Divisions temporarily under or overstaffed at the discretion of the Chair's Office.

3. WRVU's earned during call or weekend/holiday obligation will count for yearend productivity calculation.

4. Call and weekend/holiday schedule will be made by the Division Chief in concert with the Physician Staffing Coordinator. When possible call/weekend/holiday schedule will be done one year in advance at the beginning of each FiscalYear and follow Departmental guidelines.

5. Senior attending are exempt from call and weekend/holiday coverage but will maintain incentive bonus eligibility if they meet 2 of the following 3 criteria:

   - Age 72 years.
   - Academic rank of full Professor
   - 20 years of continuous service to the Department.

WEEKEND AND HOLIDAY COVERAGE – 1/5

ABDOMINAL IMAGING DIVISION – ON SITE MEMORIAL CAMPUS
8A-5P – SATURDAY/SUNDAY/HOLIDAY

ASSIGNMENT RESPONSIBILIITIES
Memorial House Doctor - Contrast Coverage, emergent US and Fluoro
Responsible for any NVIR procedures at Memorial Campus.
On Site Chest person will be back-up House Doctor.

Reading Assignments
Adult non ED Abdominal Imaging – All locations
Priority
a. Stats
b. Inpatient
c. Outpatient
(Each category Prioritized by Date and Time (not Campus))

MSK DIVISION – ON SITE SHREWSBURY STREET
8A-5P – SATURDAY/SUNDAY/HOLIDAY

ASSIGNMENT RESPONSIBILIITIES
Contrast Monitoring – Shrewsbury Street MR

Reading Assignments
Adult non ED MSK imaging all locations
Priority
a. Stats
b. Inpatient
c. Outpatient
(Each category Prioritized by Date and Time (not location)

CHEST DIVISION – ON SITE – MEMORIAL CAMPUS
8A-5P – SATURDAY/SUNDAY/HOLIDAY

ASSIGNMENT RESPONSIBILIITIES
Reading Assignments
Adult non ED CHEST imaging all locations
Priority
a. Stats
b. Inpatient
c. Outpatient
(Each category Prioritized by Date and Time (not location)

SATURDAY COVERAGE (12/YEAR)

BREAST DIVISION – ON SITE- MEMORIAL CAMPUS
8 HOUR SHIFT- with FELLOW

ASSIGNMENT RESPONSIBILITIES: Screening

CALL 7 DAYS - FRIDAY 5 PM TO FRIDAY 8 AM INCLUDING ON-SITE SAT/SUN/HOLIDAY – 1/5

PEDIATRIC DIVISION – ON SITE – UNIVERSITY CAMPUS
8A-5P – SATURDAY/SUNDAY/HOLIDAY
BEEPER AFTER 5, 7 days (FRIDAY TO FRIDAY)

Reading Assignments (Saturday/Sunday/Holiday)
All Pediatric Imaging –all locations
Priority
a. ED-Pedi (Read out resident)
b. Stats
d. Inpatient
e. Carewell Urgent Care: read all prior day's cases, be available for STAT calls
f. Outpatient
(Each category Prioritized by Date and Time (not location))

NEURORADIOLOGY DIVISION – ON SITE – UNIVERSITY CAMPUS
8A-5P – SATURDAY/SUNDAY/HOLIDAY
BEEPER AFTER 5, 7 days (FRIDAY TO FRIDAY)

Reading Assignments (Saturday/Sunday/Holiday)
All Neuroradiology Imaging –all locations
Priority
Read out resident
a. ED-Neuro
b. Stats
c. Inpatient
d. Outpatient
(Each category Prioritized by Date and Time (not location)

CALL (7 DAYS) ONLY

VASCULAR DIVISION –ON CALL FOR VIR AND ABDOMINAL* PROCEDURES
CALL 7 days (FRIDAY 5P THRU FRIDAY 8A)
*All Abdominal Procedures EXCEPT Memorial Campus Saturday/ Sunday/ Holiday 8A-5)

NEURO INTERVENTIONAL DIVISION –ON CALL FOR PROCEDURES
CALL 7 days (FRIDAY 5P THRU FRIDAY 8A)

ED Division- ON SITE- University Campus 24/7

Mon-Fri Shifts

7am-4pm

All cases ordered in the Emergency Department for the University and Memorial Campus, Marlborough Hospital and Clinton Hospital (except for Neuro and Pediatrics)
Carewell urgent care cases from prior day, available for STAT calls

4pm-10pm

All cases ordered in the Emergency Department for the University and Memorial Campus, Marlborough Hospital and Clinton Hospital (except for Neuro)
Non-ED Inpatient/Outpatient STAT Cases to include monitoring for PE Studies via CT Chest List.
Available for calls from Carewell until 8pm

Priority
a. ED
b. STATs- All non-neuro including non-ED
   i. Inpatient
   ii. Outpatient

Pediatric cases will be entered as Preliminary by ED resident

10pm-7am

All cases ordered in the Emergency Department for the University and Memorial Campus, Marlborough Hospital and Clinton Hospital
Non-ED Inpatient/Outpatient STAT Cases to include monitoring for PE Studies via CT Chest List.

Priority
a. ED
b. STATs- All non-ED STATs including Neuro
   i. Inpatient
   ii. Outpatient
   iii. Other backlog in non-STAT, non-ED cases

Pediatric cases will be entered as Preliminary by ED resident
Neurocases will have a final report depending on case mix and Radiologist skill set. If not will receive a "memo" only

Sat/Sun/Holiday

7am-4pm

All cases ordered in the Emergency Department for the University and Memorial Campus, Marlborough Hospital and Clinton Hospital (except for Neuro and Pediatrics)
Carewell urgent care cases from prior day, available for STAT calls

4pm-10pm

All cases ordered in the Emergency Department for the University and Memorial Campus, Marlborough Hospital and Clinton Hospital
Non-ED Inpatient/Outpatient STAT Cases to include monitoring for PE Studies via CT Chest List.
Available for calls from Carewell until 8pm

Priority
a) ED
b) STATs- All non-ED STATs including Neuro
   i. Inpatient
   i. Outpatient
   ii. Other backlog in non-STAT, non-ED cases

Pediatric cases will be entered as Preliminaryby ED resident
Neurocases will have a final report depending on case mix and Radiologist skill set. If not will receive a "memo" only

10pm-7am	All cases ordered in the Emergency Department for the University and Memorial Campus, Marlborough Hospital and Clinton Hospital Non-ED Inpatient/Outpatient STAT Cases to include monitoring for PE Studies via CT Chest List. Priority a) ED b) STATs- All non-ED STATs including Neuro i. Inpatient ii. Outpatient iii. Other backlog in non-STAT, non-ED cases ***Pediatric cases will be entered as Preliminaryby ED resident*** ***Neurocases will have a final report depending on case mix and Radiologist skill set. If not will receive a "memo" only***

Exhibit V

From: Rosen, Max <max.rosen@exchange.com>
Sent: Wednesday, October 11, 2017 10:02 AM
To: Ferrucci, Joseph <Joseph.Ferrucci@umassmemorial.org>
Subject: RE: Charu Desai

Thanks. Max

From: Ferrucci, Joseph
Sent: Wednesday, October 11, 2017 9:48 AM
To: Rosen, Max <Max.Rosen@umassmemorial.org>
Subject: Charu Desai

Max,
I talked to her. I told her you wanted to be accommodating especially in recognition of her years of service. But that you also had an obligation as Chair to think about recruiting younger staff for service needs. She knows going off call would involve a significant salary reduction. I also indicated you were thinking about a term limited contract of c. 12 months. Then maybe a less formal arrangement such as Perdiem.
She fussed a bit about being allowed academic days. But I think she'd probably concede on that. I think you can take the next step in discussions. Good luck.

Sent from my iPhone

Exhibit W

From: Mowlood, Randa <mowlood, randa0c9@exchange.com>
Sent: Friday, May 19, 2017 12:58 PM
To: Shah, Myra <Myra.Shah@umassmemorial.org>
Subject: RE: Dr. Desai

Hi Myra,
It used to be Dr. Balikian but he retired. No one else is included from calls.
Thanks.
Randa

From: Shah, Myra
Sent: Friday, May 19, 2017 12:54 PM
To: Mowlood, Randa <Randa.Mowlood@umassmemorial.org>
Subject: RE: Dr. Desai

Hi Randa:

Who does number 5 on this document apply to? I'll call you in a bit. I have a couple of calls - at 1 and then 2, but can call you after that.

Myra

From: Mowlood, Randa
Sent: Friday, May 19, 2017 12:38 PM
To: Shah, Myra <Myra.Shah@umassmemorial.org <mailto:Myra.Shah@umassmemorial.org> >
Subject: Dr. Desai

Hi Myra,
Dr. Dill is in the process of doing the call schedule. Dr. Desai told her that she does not plan on doing any calls.

We have met with her on several occasions and she insists we owe her to exclude her from calls because of her longevity at UMASS. She has been told that is not our policy (attached) but she is not getting it.

What are our options?

The chest division is very tightly staffed and we really need her to participate in the calls.

FYI, in the past couple of years we have allowed physicians to sell their calls. Unfortunately due to on-going movement of physicians/or people changing their mind, it has become impossible to manage and we let everyone know that we will stopping this practice.

Thanks.

Exhibit X

From: Rosen, Max <max.rosen@exchange.com>
Sent: Wednesday, March 14, 2018 1:45 PM
To: Dill, Karin <Karin.Dill@umassmemorial.org>
Subject: RE: Question

Great -

I spoke with Charu at noon today.

Also, can we makes plans to get your home PACS to Wellesley?

I'm around this weekend. Max

-----Original Message-----
From: Dill, Karin
Sent: Wednesday, March 14, 2018 1:40 PM
To: Rosen, Max <Max.Rosen@umassmemorial.org>
Subject: Re: Question

Got it thx

Attending the lung cancer collaborative. Lots of great ideas/ resources which I will share when you can discuss.

> On Mar 14, 2018, at 12:45 PM, Rosen, Max <Max.Rosen@umassmemorial.org> wrote:
>
> Basically, yes. But we should discuss before you make any plans. Max
>
> -----Original Message-----
> From: Dill, Karin
> Sent: Wednesday, March 14, 2018 11:47 AM
> To: Rosen, Max <Max.Rosen@umassmemorial.org>
> Subject: Question
>
> Hi Max
> Been working with Jess on the chest schedule.
> Wanted to confirm that Jorge Medina is still coming off of ED and back into schedule for July 1. Is this correct? Thanks Karin

Exhibit Y

UNIVERSITY OF MASSACHUSETTS MEDICAL CENTER

AUTHORIZATION FOR FACULTY RECRUITMENT

DEPARTMENT: Radiology DATE: 4/2/91

POSITION #: _____ ☐ NEW ☒ REPLACEMENT FOR Gisela Henriquez, MD

GENERAL CONTRACT LIMITATIONS:

1. RANK (NOT TO EXCEED RANK OF) Associate Professor
2. SALARY: MINIMUM OF $ 90,000 MAXIMUM OF $ 140,000
3. CONTRACT STATUS: ☐ TENURE TRACK ☒ NON-TENURE TRACK ☐ WITH TENURE
4. A.) SPECIALTY: Please indicate below academic/clinical specialty REQUIRED:
   General Radiology - major interest in chest and musculoskeletal radiology.
   B.) SECONDARY TEACHING/RESEARCH INTERESTS: Please indicate below any secondary interests desirable but not required
   Clinical service, strong teaching (residents & medical students) and collaborative clinical research.

PLEASE TYPE ADVERTISEMENT TEXT:

THE DEPARTMENT OF RADIOLOGY AT THE UNIVERSITY OF MASSACHUSETTS MEDICAL CENTER in Worcester is seeking a BC/BE General Radiologist with a major interest in chest and musculoskeletal radiology. A strong interest in teaching and collaborative clinical research is desired. Rank and salary are commensurate with experience. The medical center is a 370-bed university hospital and medical school located approximately 40 miles west of Boston. The department consists of 22 staff, 13 residents, and 2-4 fellows and does approximately 130,000 exams/yr. The department is well-equipped with 2 GE 9800 Quick CT scanners as well as 2 GE 1.5 T MRI scanners in a stand-alone facility and a 2.0 T small-bore unit for animal research. The hospital is a major trauma center and is serviced by two Life Flight helicopters. For further information, contact Edward H. Smith, MD, Professor and Chair, Department of Radiology, University of Massachusetts Medical Center, 55 Lake Avenue North, Worcester, MA 01655, (508) 856-3252. UMMC is an equal opportunity/affirmative action employer.

APPROVED BY:

CHAIR: _____ DATE: 4/2/91

PROVOST: _____ DATE: 4/3/91

DIRECTOR OF AFFIRMATIVE ACTION: _____ DATE: 5 Apr 91

CHANCELLOR: _____ DATE: 4/12/91

PLEASE LIST BELOW, IN ORDER OF PRIORITY, THE MEDIA SOURCES IN WHICH THE ADVERTISEMENT IS TO BE PLACED AND INDICATE ACCOUNT # 3-70850 AND P.O. # M17707 FOR PAYMENT.

ADVERTISING SOURCES	DATES DESIRED	APPROXIMATE COST	ACTUAL RUN DATES
American J of Roentgenology	May-June-July-Aug 91		
Radiology	May-June-July-August 91		
Investigative Radiology	May-June-July-August 91		

EMPLOYMENT RECRUITER: _____ DATE PLACED: _____

ADDITIONAL RESOURCES REQUIRED FOR THIS RECRUITMENT:

PERSONNEL: ____ SPACE: ____ OTHER: ____

RETURN ORIGINAL TO: Jean A. Ward, Rm S5-715 x63252
Extension

GS 820101

PROVOST OFFICE 4/87 DISTRIBUTION: White - Department (this copy will be returned to the department at the CONCLUSION of the routing process) Green - Placement Services; Yellow - Chancellor; Pink - Affirmative Action; Goldenrod - Provost

UMassMemorial

COPY

TO: Charu Desai, M.D.
Department of Radiology

FROM: Michele Streeter, Executive Director

RE: Physician Employment Agreement

DATE: December 8, 2008

As you may recall, nearly six years ago the Medical Group introduced a standard employment agreement for its physicians. At that time our physicians were given the option of signing this agreement, and since then, all newly-hired physicians have been required to have a signed employment agreement in place. Currently, approximately 90% of our employed physicians have an employment agreement.

We would like to again offer you the opportunity to review and sign the employment agreement, and attach a customized version which references your current compensation and original date of hire. As we have noted in the past, this employment agreement was reviewed and revised on multiple levels, with input from Department Chairs, Medical Group physicians and the Medical Group Board. It provides detail as to the respective rights and obligations of the physician, the Department and the Medical Group. Of particular significance is the Notice provision (Section 7.2), under which our physicians are entitled to up to twelve months' notice (depending upon length of service) in the event employment were to be terminated without cause. Currently, physicians who do not have employment agreements in place do not receive this protection; rather their employment is governed by Medical Group policy, which calls for one hundred twenty days' notice under such circumstances, regardless of length of service.

Please review the agreement – if you choose to sign it, please contact your Department Administrator who will arrange for you to sign two originals. A fully-executed original will be returned to you, once the required Department and Medical Group signatures have been obtained. If you choose not to sign an agreement at this time, please send an email to your Department Administrator to that effect. Contracts will be accepted through January 31, 2009.

AGREEMENT BETWEEN
UMASS MEMORIAL MEDICAL GROUP, INC.
AND
Charu Desai , M.D.

AGREEMENT by and between the UMass Memorial Medical Group, Inc., a non-profit corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, having its principal place of business at One Biotech Park, Worcester, Massachusetts 01605 (the "Medical Group"), a subsidiary corporation of UMass Memorial Health Care, Inc. (the "System") and Charu Desai, M.D., a physician duly licensed to practice medicine in the Commonwealth of Massachusetts (the "Practitioner").

RECITALS

The principal purpose of the Medical Group is to employ physicians to provide, on behalf of the System, patient care at a level of quality and efficiency consistent with generally accepted standards and otherwise to fulfill professional and institutional obligations to patients, students of health care, health care professionals, and the community; and,

The successful fulfillment of the principal purpose of the Medical Group is dependent on the rendering of professional medical and administrative services in conjunction with the clinical operations of the System by qualified practitioners; and,

The Practitioner is trained and qualified and desires to provide professional medical, educational and administrative services to the Medical Group; and,

The Medical Group desires to engage the Practitioner to provide professional medical, educational and administrative services;

Therefore, in consideration of the mutual covenants and conditions set forth below, the Medical Group and the Practitioner do hereby agree as follows:

1. RESPONSIBILITIES OF PRACTITIONER

1.1. Professional Qualifications

(a) The Practitioner must at all times during the term of this Agreement: (i) possess a valid and unlimited license to practice medicine pursuant to Chapter 112, Section 2 of the General Laws of the Commonwealth of Massachusetts; and, (ii) be appointed to and maintain continuous status as a member in good standing of the UMass Memorial Medical Center (the "Medical Center") Active Medical Staff or the Medical Staff of the appropriate Member Hospital with appropriate clinical privileges in the Department of Radiology (the "Department") (iii) for

those physicians who are on staff at the Medical Center, receive, and maintain, a faculty appointment at the University of Massachusetts Medical School (the "Medical School"); (iv) possess a valid federal narcotics number and state controlled substances number (unless such number is not required by the Practitioner's specialty); (v) be, and remain, a participating provider in the Medicare and Medicaid programs and not be barred, excluded or otherwise ineligible to participate in these or other Federal programs; and (vi) be or, at the Medical Group's request, agree to be, and remain, a participating physician in any health insurance plan or managed care program accepted by the System, including the System's contractual relationships with preferred provider organizations and health maintenance organizations, and to execute any documents requested by the Medical Group in connection with participating in a provider contract in which the Medical Group or the System agrees to participate. If at any time during the term of this Agreement the Practitioner fails to meet one or more of the qualifications set forth herein, such failure shall constitute a breach in accordance with Section 7.4 of this Agreement.

(b) The Medical Group and the Practitioner further acknowledge and agree that this Agreement is not, and shall not be construed as, any form of guarantee or assurance by the System that the Practitioner will receive and maintain the necessary appointment to the Active Medical Staff or the grant of appropriate clinical privileges for the purposes of discharging the Practitioner's responsibilities hereunder; application, appointment, reappointment, and the grant of clinical privileges shall be governed solely by the Bylaws of the Medical Staff of the Medical Center then in effect. Further, appointment to the faculty of the Medical School shall be governed solely by the applicable policies and procedures of the Medical School.

1.2. Services. The Practitioner shall be responsible for providing professional medical and administrative services as set forth in Appendix A, attached and incorporated as part of this Agreement.

1.3 Provider Agreements. The Practitioner hereby authorizes the Medical Group to execute provider agreements, acknowledgments and consent forms that obligate or confirm the Practitioner's obligation to participate in provider agreements executed by or on behalf of the Medical Group and to abide by and conform to all applicable requirements under such provider agreements.

1.4. Schedule of Fees. The Medical Group will establish a current schedule of fees, as may be amended from time to time, to be charged by the Medical Group for direct patient care services provided by the Practitioner under this agreement.

1.5. Standards of Practice. The Practitioner shall at all times provide services in a competent and professional manner, consistent with quality assurance standards of the Medical Center's Active Medical Staff and in compliance with all applicable statutes, regulations, rules and directives of federal, state and other governmental and regulatory bodies having jurisdiction over the Medical Center; the Bylaws, Rules and Regulations, policies and procedures of the

System, the Medical Center and the Medical Staff; applicable standards of the Joint Commission on Accreditation of Health Care Organizations and currently accepted and approved methods and practices applicable to the provision of medical services.

1.6. Compliance and Quality Assurance. The Practitioner shall abide by the Code of Ethics and Business Conduct of the System. The Practitioner shall participate in the programs of the System and the Medical Center regarding compliance, quality assurance, utilization review, risk management, and peer review, in accordance with the rules, policies and bylaws of the Medical Group, the Bylaws of the Medical Staff of the Medical Center, the Patient Care Assessment regulations of the Board of Registration in Medicine, and upon request of the Department Chair. The Quality Assurance committee of the Medical Staff of the Medical Center will be responsible for reviews and audits of and concerning quality assurance in the Department.

1.7. Committee Responsibilities. The Practitioner shall serve on committees of the Medical Center's Medical Staff and committees established pursuant to the Bylaws of the System, upon reasonable request of the Chairman of the Board of Trustees, the President/Chief Executive Officer, the Chief Operating Officer, the Chief Medical Officer, the President of the Medical Group (the "President") or the Department Chair.

1.8. Medical Records and Reports. (a) The Practitioner shall prepare or cause to be prepared in a timely manner any and all appropriate notes and information in the medical records of and reports pertaining to each patient for whom the Practitioner has rendered services pursuant to this Agreement. The Practitioner shall cause these records and reports to be completed and submitted within such period of time after the rendering of such services as may be required by the Bylaws of the Medical Staff of the Medical Center, upon request of the President or Department Chair, or by applicable law or regulation. The parties understand and agree that the System has the rights of ownership and control of all of the patients' medical records and reports generated pursuant to this Agreement. It is further agreed that all practitioners at the System have the right to consult such records and reports in order to facilitate the continuity of proper patient care.

(b) Time Allocation Reports: The Practitioner agrees to cooperate with the Department Chair to maintain adequate and proper time records in accordance with the Medical Group's policies. This may include submitting a written allocation of time reports specifying the respective amounts of time the Practitioner has devoted to clinical, administrative, teaching and research activities. The Practitioner agrees to make available to the Medical Group all time records and data recorded by the Practitioner upon the request of the Medical Group.

1.9. Academic Service. The Practitioner shall aid in the clinical teaching program of the Medical Center as an attending physician on in-patient services and in ambulatory settings. The Practitioner shall also aid in the didactic teaching programs of the Medical Center upon the request of the Department Chair. The Practitioner shall also participate for reasonable periods of time as an instructor in education programs conducted or offered by the Medical Center,

including grand rounds, and shall perform such other teaching functions within the Medical Center as are reasonable and necessary to assure the Medical Center's compliance with the requirements of all applicable accrediting bodies, upon the request of the Department Chair. The Practitioner, as a member of the Medical School faculty, is expected to provide a reasonable amount of academic service (on the order of approximately two hundred (200) hours per year) under the supervision of the Chancellor at the direction of the Chair or his designee.

1.10. Non-Physician Personnel. The Practitioner shall, upon the request of the President or Chair, or at such other times as are appropriate, make recommendations concerning the qualifications, hiring, firing, and disciplining of such non-physician personnel as the System or the Medical Group may employ, engage or otherwise provide in support of the Practitioner's practice. The Practitioner shall make any such recommendations in furtherance of and in accordance with the needs and best interests of the Medical Group and the proper conduct of its functions. The Practitioner agrees that any supervision of nurse practitioners and physician assistants shall be conducted in accordance with the governing regulations of the Board of Registration in Medicine.

1.11. Protocols and Procedures. The Practitioner agrees to work cooperatively with all of the System's clinical departments, Medical Staff, the Medical Group, administration, the President and the Department Chair to assure that services are available on a timely, coordinated, efficient, and professional basis. The Practitioner also agrees to comply with all of the Medical Center's clinical policies and procedures and all applicable Human Resources policies.

1.12. Confidentiality of Information. The Practitioner agrees to uphold and maintain the confidentiality of patient and other information for which the Practitioner has an ethical, professional, or legal obligation not to disclose. The Practitioner further agrees to uphold and maintain the confidentiality of proprietary or other confidential information relating to the Medical Group or the System of which the Practitioner may become aware while employed hereunder. This provision shall survive the termination of this Agreement.

1.13. Continuing Education. The Practitioner shall comply with and satisfy any and all of the professional obligations and requirements regarding continuing education and any other related areas of medical practice required for the maintenance of a license to practice **medicine** in Massachusetts or appropriate to the rendering of competent professional services pursuant to this Agreement as determined by the Department Chair.

1.14. Dual-Employment with Medical School. The parties acknowledge that a certain percentage of the Practitioner's time and salary may be allocated to, and governed by, a so-called "Dual-Employment" arrangement with the Medical School (the "Dual-Employment Arrangement"). The Practitioner acknowledges that the terms and conditions of employment with the Medical Group are governed by this Agreement and the policies and practices of the Medical Group. The Practitioner further acknowledges that if this Agreement is terminated for any reason, the related employment relationship with the Medical School shall also terminate

unless the Practitioner has a new or continuing agreement with the Medical School or is a tenured faculty member.

2. RESPONSIBILITIES OF THE SYSTEM

2.1. Space, Equipment, Services, and Supplies.

(a) The Medical Group, through agreement with the System, shall be committed to making available reasonable and necessary space, equipment and supplies for the delivery of the agreed services hereunder by the Practitioner, shall provide customary services and maintenance to maintain such equipment in good order and repair, shall furnish services to the Practitioner including, but not limited to, utilities, telephone, housekeeping and record keeping services; and shall provide all necessary supplies needed for the proper provision of services by the Practitioner pursuant to this Agreement.

(b) The Practitioner agrees to use such space, equipment, services and supplies for purposes of the System and in furtherance of the obligations governed by this Agreement.

2.2. Non-Physician Personnel. The System or the Medical Group shall employ, engage or otherwise make available to the Practitioner all non-physician personnel determined by the Medical Group to be reasonably needed for the proper delivery of services pursuant to this Agreement. The System or the Medical Group shall exercise ultimate control and management of non-physician personnel.

2.3 Professional Liability Insurance. The Medical Group, at its expense, shall arrange for professional liability insurance coverage for the Practitioner with regard to professional medical services rendered by the Practitioner for Medical Group-related activities billed through the Medical Group during the term of this Agreement. The Practitioner shall be covered by such insurance to the same extent as other similarly-situated practitioners within the Medical Group. Coverage limits shall be set in the discretion of the Medical Group and/or the UMass Memorial Self-Insurance Program from time to time and shall be made known to the Medical Group Practitioners on a regular basis.

3. REIMBURSEMENT REQUIREMENTS

3.1. The Practitioner shall comply with all laws, regulations and System requirements, policies and procedures regarding record keeping relating to third-party reimbursement for services provided pursuant to this Agreement as may be in effect from time to time. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to record-keeping which the Medical Group determines must be complied with to insure proper reimbursement from third parties for services provided pursuant to this Agreement, the Medical Group shall, after reasonable notice and opportunity to comply, notify the Practitioner of any actions it reasonably deems are necessary to comply with such changes and the Practitioner shall

promptly take such actions.

4. COMPENSATION

4.1. Compensation of Practitioner. The Medical Group shall compensate the Practitioner for the services which the Practitioner renders in accordance with the terms of this Agreement. The agreed compensation is set forth in detail in Appendix B, attached and incorporated as part of this Agreement.

5. BILLING AND PAYMENT

5.1. Billing. Except as otherwise may be expressly stated in this Agreement or other published, written policy or procedure of the Medical Group, all fees, payments and other income attributable to the Practitioner's clinical services during the term of this Agreement shall belong to the Medical Group, whether paid to the Practitioner, to the Medical Group or its designee or to a third party. The Medical Group shall have the sole right to bill for and to receive, hold and disburse such fees and income and the Practitioner agrees to abide by the billing policies and procedures of the Medical Group. The Practitioner hereby assigns to the Medical Group all of the Practitioner's rights in all fees, payments, bonuses or distributions or other income or monies due from all sources relating directly or indirectly to clinical services rendered by the Practitioner pursuant to this Agreement. The Practitioner shall cooperate fully with the Medical Group in facilitating collection of such monies, including prompt endorsement and delivery to the Medical Group of all checks received from patients or third-party payors on behalf of the Practitioner and completion of all forms necessary for such collections. To the extent applicable, the Practitioner agrees to work with the Medical Group to collect all patient co-payments for services rendered and promptly to forward such funds to the Medical Group. Upon termination of this Agreement for any reason whatsoever, all such monies then outstanding shall be deemed to be the sole and exclusive property of the Medical Group and not subject to any claim by the Practitioner. The Practitioner's obligation under this provision shall survive termination of this Agreement.

6. TERM

This Agreement shall be effective from your original hire date of January 5, 1992 and shall remain in effect unless otherwise terminated by the parties as provided in Section 7 of this Agreement. As of the effective date of this Agreement, this Agreement shall supercede and revoke any existing prior employment agreement with the Medical Group or any of its predecessor entities.

7. TERMINATION

7.1. Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties, in a writing signed by the parties, at any time from the date of execution hereof.

7.2 Notice of Party. This Agreement may be terminated by the Medical Group at any time upon the giving of written notice to the Practitioner (as set forth in Section 14.1 below), in accordance with the following notice schedule:

Number of Years Practitioner Employed	Requisite Notice Period
0-2	4 months
>2 – 10	6 months
>10- 15	8 months
>15 – 20	10 months
>20	12 months

This Agreement may be terminated by the Practitioner at any time upon the giving of as much notice as is practicable to the Medical Group, and in any event a minimum of one hundred twenty (120) days' written notice.

Where either the Medical Group or the Practitioner is terminating the employment relationship, the Notice Period is characterized as "working notice." In the interests of patient care, the Medical Group expects the Practitioner to continue to fulfill the responsibilities of the position and to maintain productivity levels for the full notice period. Vacation time may be taken during the Notice Period only with the consent of the Department Chair and the President of the Medical Group. The Practitioner will be compensated for unused pro-rated vacation time not taken at the time of termination. The Medical Group does not permit "terminal vacations," i.e., the use of vacation time to complete the final portion of the Notice Period.

7.3 For Cause. The Medical Group may terminate this Agreement effective immediately for cause at any time upon written notice to the Practitioner setting forth in reasonable detail the nature of such cause. "Cause" shall be defined as any material breach by the Practitioner of this Agreement, including but not limited to the following:

i. Practitioner's fraud or dishonesty with respect to the Medical Group or those associated with it, acts or conduct materially detrimental to patient care or to the reputation or operations of the Medical Group, or otherwise in connection with the Practitioner's services under this Agreement;

ii. Practitioner's conviction of, a plea of nolo contendere or admission of sufficient facts to a crime involving moral turpitude, or an offense relating to health care or adversely affecting the Practitioner's ability to perform services under this Agreement; or

iii. Practitioner's material negligence or misconduct (other than by reason of disability or approved leave) in the performance of duties assigned by the Chair under this

Agreement,

iv. Failure of the Practitioner to follow UMass Memorial policies and procedures and other rules of conduct made known to the Practitioner and applicable to all physicians of UMass Memorial and/or the Medical Group, including without limitation, policies prohibiting unlawful discrimination, and the Practitioner has exhausted the grievance procedure available to Medical Group physicians and, if applicable, all due process procedures available under the Medical Staff Bylaws of the Medical Center.

7.4. Automatic. This Agreement shall terminate automatically upon the breach of Section l.l. by the Practitioner, except that the Medical Group, in its sole discretion, may, but is not obligated to, suspend this Agreement for a specified reasonable period to enable the Practitioner to cure the breach. If the Practitioner fails to cure the breach within the specified period, this Agreement will terminate immediately upon written notice to the Practitioner by the Medical Group. Further, the Medical Group reserves the right to terminate this Agreement in the event the Practitioner's medical staff membership or clinical privileges are suspended or in any way restricted.

7.5 Suspension. The Medical Group may suspend the Practitioner for cause, without compensation. Such cause may include, but shall not be limited to, any suspension, restriction or revocation of the Practitioner's Medical Staff membership or clinical privileges at the Medical Center or any suspension, restriction or revocation of the Practitioner's license to practice medicine in any jurisdiction.

8. EFFECT OF TERMINATION

8.l. Effect of Termination on this Agreement. The termination of this Agreement in accordance with Section 7, hereunder, shall terminate any and all rights and obligations of the Medical Group and the Practitioner pursuant to this Agreement. The effective date of termination of this Agreement shall be as set forth in the above-mentioned section(s); provided, however, that upon the termination of this Agreement, the parties shall be and remain obligated and responsible for: (i) any and all obligations accruing prior to the date of termination; and, (ii) any and all obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement; and, (iii) the Practitioner shall use reasonable and diligent efforts to assist the System and the Medical Group in arranging for appropriate alternative medical coverage for patients under the care of the Practitioner. Prior to the termination of this Agreement, the Practitioner shall prepare a notice to patients in a form approved by the Medical Group and the Department Chair. Practitioner shall finalize all outstanding billing documentation and complete all patient records prior to his or her departure. Immediately upon the termination of this Agreement, the Practitioner shall deliver to the System sole custody, and total, exclusive and complete use of the System's space, equipment and supplies and shall remove any and all personal possessions from the property of the System. The System shall give the Practitioner reasonable time to effect these conditions. In the event of

termination of this Agreement, payment by the Medical Group of any base salary due the Practitioner under Section 4.1 and Appendix B to the date of termination and of any pay in lieu of notice due Practitioner under Section 7.2 shall constitute the entire obligation of the Medical Group to the Practitioner. The Practitioner recognizes that no compensation is earned after termination of this Agreement.

9. GOVERNING RULES, REGULATIONS AND BYLAWS

9.1 Governing Rules, Regulations and Bylaws. Notwithstanding anything in this Agreement to the contrary, it is hereby expressly understood and agreed by and between the Medical Group and the Practitioner that any and all rights, responsibilities, and obligations of the parties shall at all times during the term of this Agreement be subject to the Bylaws of the Medical Group, the Bylaws of the Medical Staff of the Medical Center, all applicable rules and regulations of the System, or its successor, as now exist or as hereinafter may be amended or promulgated by the Board of Trustees of the Medical Group, the Medical Staff of the Medical Center and the President/Chief Executive Officer of the System, or any duly authorized designee thereof.

10. ASSIGNMENT AND DELEGATION

10.1. Assignment and Delegation. No assignment of this Agreement or the rights hereunder, or delegation of this Agreement or the obligations hereunder shall be valid without the specific written consent of both parties; provided, however, that this Agreement may be assigned by the Medical Group as a result of reorganization or merger, or to any successor entity providing the services now provided by the System or the Medical Group.

11. ENTIRE AGREEMENT

11.1. Entire Agreement. This Agreement contains the entire agreement between the parties and no statement, promises, inducements, or writings made by any party or agent of any party which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in a subsequent writing signed by the parties and attached hereto. This Agreement supersedes any and all prior agreements for professional services between the Practitioner and the Medical Group, the System or any other affiliate of the System.

12. AMENDMENTS

12.1. Amendments. This Agreement may be amended only by an instrument in writing signed by the Medical Group and the Practitioner. Such writing must make specific reference to the terms and conditions of this Agreement which it amends, and will become effective as of the date stipulated therein.

13. GOVERNING LAW

13.1. Massachusetts Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed in the Commonwealth of Massachusetts.

14. NOTICE

14.1. Notice. Notices or communications required or permitted to be given pursuant to this Agreement shall be given in writing to the respective parties by hand, by certified mail or by overnight delivery service (e.g., Federal Express, UPS) (such notice being deemed given as of the date of mailing) and addressed to the Practitioner at the Practitioner's last known address kept within the records of the Medical Group, or in the case of the Medical Group, One Biotech Park, Worcester, Massachusetts, attention of the President, UMass Memorial Medical Group.

15. EXECUTION

15.1. Execution. This Agreement and any and all amendments hereto shall be executed in duplicate copies on behalf of each party by the Practitioner and an official specifically authorized by the Medical Group Board with respect to such execution. Each duplicate copy shall be deemed an original, but both duplicate originals shall together constitute one and the same instrument.

16. SECTION HEADINGS

Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. WAIVER.

Waiver. A waiver of the breach of any term or condition of this Agreement by either party shall not constitute a waiver of any subsequent breach or breaches of the same term or condition, or any other term or condition hereunder.

18. SEVERABILITY.

Severability. If any provision of this Agreement should, for any reason, be held invalid or unenforceable in any respect by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision in circumstances other than those as to which it is so declared invalid or unenforceable, shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Medical Group and the Practitioner have caused this Agreement to be signed and sealed as of this_____ day of _____, 20__.

Dated: By: Charu S. Desai, M.D.
Charu Desai , M.D.

UMASS MEMORIAL MEDICAL GROUP, INC.

Dated 2/12/ By: _____
Michele Streeter, Executive Director

By: _____
Joseph T. Ferrucci, M.D., Chair
Department of Radiology

APPENDIX A

The Practitioner shall be responsible for providing professional medical services to patients of the System in need of such services and to enrollees of health plans as to which the Medical Group and Practitioner are participating providers. The services to be rendered hereunder include, but are not limited to outpatient work, inpatient consultative work and direct patient care. The Practitioner's performance hereunder shall be evaluated by the President of the Medical Group and the Department Chair in accordance with the Bylaws of the Medical Staff of the Medical Center. The Practitioner agrees that the practice of medicine shall be limited to the services to be provided pursuant to this Agreement or for the Medical School under its agreement unless Practitioner obtains the prior written approval of the Chair under Medical Group policy to do otherwise.

The Medical Group and the Department Chair shall determine the specific professional medical duties to be performed by the Practitioner, as well as the time and manner of performance, in accordance with and subject to the terms of this Agreement; provided, however, the Medical Group and Department Chair shall not impose requirements which would interfere with the Practitioner's professional judgment in connection with the treatment of patients or cause the Practitioner to violate applicable ethical codes or any law or regulation.

The Practitioner shall at all times provide services to all persons who may become patients of the Medical Group in accordance with the Medical Group's policies and without regard to race, color, creed, sex or ability to pay for services; and

The Practitioner shall participate in Medicare, Medicaid and managed care programs and other third party payor arrangements or governmental programs in which the Medical Group participates and the Practitioner shall abide by and act in accordance with the terms and conditions of all managed care agreements, network, affiliation agreements, provider agreements and other contracts to which the Medical Group or Practitioner (with the Medical Group's consent) is or becomes a party.

APPENDIX B

1. The Practitioner's compensation for services rendered pursuant to this Agreement, and under a Dual-Employment Arrangement with the Medical School, if applicable, shall be a total base salary, which if annualized would be at the rate of Three-hundred Twenty-Five Thousand Dollars ($325,000) per year, less all legally required and voluntarily-authorized deductions, payable in accordance with Medical Group payroll practices. (Practitioners who participate in the Dual-Employment Arrangement with the Medical School may receive paychecks from both the Medical Group and the Medical School, which together shall equal the base salary referenced above.)

The Practitioner shall also participate in the Physician Incentive Compensation Program of the Department as established by the Medical Group (the "Incentive Compensation Program"), subject to its terms and conditions of participation as in effect or amended from time to time. The Incentive Compensation Program includes eligibility for bonuses and/or salary increases based upon productivity. The Practitioner acknowledges that participation in the Incentive Compensation Program may also involve imposing salary withholds if performance does not meet Medical Group requirements. The Practitioner further acknowledges that, following the first twelve months' of the Practitioner's employment, under the terms of the Incentive Compensation Program, the Medical Group may decrease the Practitioner's base salary if the applicable productivity targets are not met. Salary adjustments will be made upon thirty (30) days written notice to the Practitioner. Salary reductions, if any, shall be consistent with the Department's compensation plan and shall in no event exceed twenty percent of the Practitioner's base salary in any twelve month period.

Subject to the Practitioner's payment of any contribution required of physician employees generally, the Practitioner will be eligible to participate during the term of this Agreement in any and all employee benefit plans made generally available to other physician employees of the Medical Group as in effect from time to time. Such participation by the Practitioner shall be subject to (i) the terms of the applicable plan documents, (ii) generally applicable policies of the Medical Group, and (iii) the discretion of the Board of Trustees of the Medical Group or any administrative or other committee provided for in or contemplated by such plan or policy of the System. A description of the benefits program currently in effect (and subject to change by the Group Board and UMass Memorial Compensation Committee) is attached hereto as Appendix C, "Physician Benefits at a Glance."

Exhibit Z

We would like to start by thanking all of our hardworking faculty for your dedication to resident education. The countless hours you have spent with us at the workstation, in lectures, at journal clubs and interdisciplinary conferences have been invaluable to our training and experience at UMass. You have all shaped us as radiologists in one way or another, and we will be forever grateful.

While there are many of you who are deserving of this award, this year, we want to acknowledge the efforts of one faculty member who has influenced UMass residents for almost three decades. She has taught us residents how to pick up anterior diaphragmatic lymphadenopathy, a solitary spinous process metastasis, and how to properly identify chubby pulmonary vasculature. Thanks to her, we'll be less likely to miss big gumbas and do-dads. By now, I'm sure most of you know that we're talking about Dr. Charu Desai.

It seems that no matter how busy the day, you always take time to store away interesting "WOW" cases and make a point to go through them with the resident on service. Perhaps more importantly, you have also taught us that the job is not just about how to read an imaging study well but how to be professional, accessible, and open-hearted to all. You remind us every day that job satisfaction comes

from dedicating ourselves to the *patient* in front of us. You are an inspiration and an incredible mentor, in addition to your role as an educator.

Your support means the world to us residents and your lessons will be everlasting. It is our honor to present to you the award for Teacher of the Year.